AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, August 23, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Matt Ennis, Westside Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) Police: Check Presentation to the Bradenton Police Department

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) Administrative Services: Revised Hurricane Loss Mitigation Program (HLMP) Contract
HLMP Contract with Financial Consequences
Resolution 23-65

b) City Administration: Florida Blue, BlueMedicare Advantage Plan for Medicare eligible City of Bradenton Retirees
BlueMedicare Group Master Agreement

c) City Administration: Resolution 23-45 - Disposition of Surplus City Owned Real Property Policy & Procedures
Resolution 23-45

d) Event Review Committee: De Soto Cornhole Tournament
De Soto Cornhole Tournament Application and Site Plan

e) Event Review Committee: Humane Society's Paws in Motion
Paws in Motion Application and Site Plans

f) Event Review Committee: Dias De Los Muerlas (Day of the Dead)
Dias De Los Muerlas (Day of the Dead) Application and Site Plan

g) Event Review Committee: The Bash at the Bishop
The Bash at the Bishop Application and Site Plan

h) Event Review Committee: 2023 Suncoast Heart Walk
Suncoast Heart Walk Application and Site Plan

i) Event Review Committee: MCR's Health & Nutrition Expo 2023
MCR's Health & Nutrition Expo Application and Site Plan

j) Legislative: Resolution 23-61 - Affordable Housing Advisory Committee Reappointment
Resolution 23-61

k) Police: Forfeiture Funds Expenditure Request
Forfeiture Funds Expenditure Request Memorandum

l) Police: Forfeiture Funds Request

m) Police: Interlocal Agreement for Outreach Case Manager Position with the Homeless Outreach Program Between Manatee County and the City of Bradenton
Interlocal Agreement with Manatee County for Outreach Case Manager

n) Police: Revised School Resource Officer Program Agreement
Revised 2023-24 School Resource Officer Program Agreement

o) Police: Subrecipient Agreement with the City of St. Petersburg
Human Trafficking Grant Agreement

p) Public Works & Utilities: Emergency Management Debris Site Agreement

q) Human Resources: CuraLinc Employee Assistance Program Services Agreement
Employee Assistance Program Services Agreement

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Community Redevelopment Agency: Disposition of CRA owned property located at 1021 6th Street Court East - PUBLIC HEARING
1021 6th Street Court East Disposition Overview

b) Police: Edward Byrne Memorial Justice Assistance Grant (JAG) Program - PUBLIC HEARING
2023 JAG Grant Application

c) Administrative Services: Ordinance 4014 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING CHAPTER 46, ARTICLE III, SECTION 46-62 TO REVISE QUORUM REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4014

d) City Administration: Ordinance 4015 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, SECTION 18-36 OF THE CODE OF ORDINANCES, ENTITLED "UNSAFE STRUCTURES" TO PROVIDE FOR THE CITY COUNCIL TO HEAR APPEALS RELATING TO UNSAFE STRUCTURES AND TO ADD AN APPEAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4015

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

a) City Administration: Collective Bargaining Agreement between the City of Bradenton and the Florida Police Benevolent Association (Officers, Detectives, and Sergeants)
2023-26 PBA Contract (Officers, Detectives, and Sergeants)
b) City Administration: Waiver of Fees for Manatee County
c) Planning & Community Development: Discussion of Electronic Permitting Software

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. 4.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Check Presentation to the Bradenton Police Department

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Check presentation to the Bradenton Police Department from Ernie Withers with Defibrillate Manatee Foundation for the purchase of Automated External Defibrillators (AEDs) for patrol cars.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Pam Skelding, Administrative Services

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Revised Hurricane Loss Mitigation Program (HLMP) Contract

SUGGESTED ACTION: Approve updated contract which now includes Financial Consequences on page 22.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Florida Division of Emergency Management contacted us last week to inform us that a section which is normally in the contract had been accidently deleted. The contract has been updated to include the Financial Consequences section located on page 22. This contract came before Council and was approved on July 26, 2023. The only change is the addition of the Financial Consequences.

FINANCIAL IMPACT:
The Hurricane Loss Mitigation Program is a grant of $194,000. This grant will allow the City of Bradenton to help residents mitigate their homes to withstand hurricane force winds.

ATTORNEY REVIEW/RECOMMENDATION:
The Financial Consequences have been reviewed. There were no concerns or objections.

SUGGESTED MOTION:
Motion to approve the addition of Financial Consequences to the contract.

ATTACHMENTS:
HLMP Contract with Financial Consequences
Resolution 23-65

RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HLMP & SHELTER DEVELOPMENT

REQUEST FOR REVIEW AND APPROVAL	
RECIPIENT:	City of Bradenton
PROJECT #:	DEM-HL00090
PROJECT TITLE:	Hurricane Loss Mitigation Program
CONTRACT #:	B0198
MODIFICATION #:	NA

RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Pamela Skelding Family & Community Outreach Program Administrator 101 Old Main Street Bradenton FL, 34205

Enclosed is your copy of the proposed contract/modification between **City of Bradenton** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☐	This form is required to be included with all Reviews, Approvals, and Submittals
☐	Reviewed and Approved
☐	Signed & Dated Electronic Copy by Official Representative
☐	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☐	Attachment I – Contracts with Non-Profit Organizations - completed, signed, and dated
☐	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4515 or email me at Jillian.Holzman@em.myflorida.com.

Agreement Number: B0198
Project Number: DEM-HL00090

STATE-FUNDED GRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Bradenton , (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) LAWS, RULES, REGULATIONS, AND POLICIES

a. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

b. In addition to the foregoing, the Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(2) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Recipient performance; and,

ii. Review and document all deliverables for which the Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Jillian Holzman
Project Manager
2555 Shumard Oak Blvd.
Tallahassee, FL 32399
Telephone: (850) 815-4515
Email: Jillian.Holzman@em.myflorida.com

c. The name and address of the representative of the Recipient responsible for the administration of this Agreement is:

Pamela Skelding
Family & Community Outreach Program Administrator
101 Old Main Street
Bradenton FL, 34205
Telephone: (941) 932-9493
Email: Pamela.Skelding@bradentonFL.gov

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(3) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(4) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(5) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(6) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(7) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on June 30, 2024, unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is $194,000.00.

d. The Division will review any request for reimbursement by comparing the documentation provided by the Recipient against a performance measure, outlined in Attachment A, which clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

e. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the period of agreement and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Recipient.

f. For the purposes of this Agreement, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such

payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

g. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher.

(9) RECORDS

a. As a condition of receiving state financial assistance, and as required by sections 20.055(6)(c) and 215.97(5)(b), Florida Statutes, the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. For the purposes of this section, the term "Recipient" includes employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement.

b. The Recipient shall maintain all records related to this Agreement for the period of time specified in the appropriate retention schedule published by the Florida Department of State. Information regarding retention schedules can be obtained at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/.

c. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) all meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Recipient based upon the funds provided under this Agreement, the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the

public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

d. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

e. The Recipient shall maintain all records for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(10) AUDITS

a. In accounting for the receipt and expenditure of funds under this Agreement, the Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

b. When conducting an audit of the Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

c. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

d. The Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audits must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

e. The Recipient shall send copies of reporting packages required under this paragraph directly to each of the following:

i. The Division of Emergency Management

DEMSingle_Audit@em.myflorida.com

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

ii. The Auditor General

Room 401, Claude Pepper Building

111 West Madison Street

Tallahassee, Florida 32399-1450

(11) REPORTS

a. The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all Sub-Recipients and subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever occurs first.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may

take other action as stated in Paragraph (15) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Recipient shall provide additional program updates or information that may be required by the Division.

f. The Recipient shall provide additional reports and information identified in Attachment D.

(12) MONITORING

a. The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits conducted in accordance with paragraph (10) AUDITS above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the period of agreement to ensure timely completion of all tasks.

(13) LIABILITY

a. Unless Recipient is a state agency or subdivision, as defined in section 768.28, Florida Statutes, the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performed under this Agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. Any Recipient which is a state agency or subdivision, as defined in section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this agreement.

(14) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (15) REMEDIES. However, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment:

a. If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. If material adverse changes occur in the financial condition of the Recipient at any time during the period of agreement, and the Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division.

c. If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

d. If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(15) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Recipient and upon the Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (2) CONTACT herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(16) TERMINATION.

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes., as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of this Agreement.

d. In the event this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of this Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of this Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due the Division from the Recipient is determined.

(17) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor’s progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether

that subcontractor is a minority business enterprise, as defined in section 288.703,Florida Statutes.

(18) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

(19) PAYMENTS

a. Any advance payment under this Agreement is subject to section 216.181(16), Florida Statues. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Recipient's quarterly reporting as referenced in paragraph (11) REPORTS of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under paragraph 8 of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(20) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management," and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

In accordance with section 215.34(2), Florida Statutes., if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(21) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

e. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or 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, subcontractor, or consultant under a

contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

g. Any Recipient which is not a local government or state agency, and which receives funds under this Agreement from the state government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under 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;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (21)(g)(ii) of this certification; and

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor that Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

h. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution.

i. All 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.

j. Any bills for travel expenses shall be submitted in accordance with section 112.061, Florida Statutes.

k. The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Recipient created or received under this Agreement.

l. If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

m. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

n. The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119,Florida Statutes.

o. All expenditures of state financial assistance shall be in compliance with the laws, rules and regulations applicable to expenditures of State funds, including but not limited to, the Reference Guide for State Expenditures.

p. This Agreement may be charged only with allowable costs resulting from obligations incurred during the period of agreement.

q. Any balances of unobligated cash that have been advanced or paid that are not authorized to be retained for direct program costs in a subsequent period must be refunded to the State.

r. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

s. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

b. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(23) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

a. If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless this Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement that he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property that is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (b), have the right to all patents and copyrights that accrue during performance of this Agreement.

d. If the Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Recipient shall become the sole property of the Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Recipient, under this Agreement, for Florida government purposes.

(24) LEGAL AUTHORIZATION.

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(25) ASSURANCES.

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT:

CITY OF BRADENTON

By: _____

Name and title: _____

Date: _____

FID# _____

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

State awarding agency: **Division of Emergency Management**

Catalog of State Financial Assistance title: Hurricane Loss Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: $194,000.00

ATTACHMENT A
SCOPE OF WORK AND BUDGET

PRESENT SITUTATION

Currently, the Legislature annually appropriates $10 million from the Florida Hurricane Catastrophe Fund to the Florida Division of Emergency Management ("Division") for the Division to administer the HLMP. By statute, that $10 million is allocated as follows:

- $3.5 million "to improve the wind resistance of residences and mobile homes, including loans, subsidies, grants, demonstration projects, and direct assistance; educating persons concerning the Florida Building Code cooperative programs with local governments and the Federal Government; and other efforts to prevent or reduce losses or reduce the cost of rebuilding after a disaster."
- $3 million "to retrofit existing facilities used as public hurricane shelters"
- $2.8 million "to inspect and improve tie-downs for mobile homes"
- $700,000 "to the Florida International University center dedicated to hurricane research"

Previously, the Division allocated $3.5 million for the Residential Construction Mitigation Program ("RCMP"), which provided grant funding to governmental entities, and nonprofit organizations as a means to improve the resiliency of residential structures within their communities. The RCMP utilized a benefit-cost analysis (BCA) for each of the submitted projects in order to determine whether the mitigation retrofits were cost-effective.

Presently, the Division expanded the $3.5 million HLMP appropriation beyond the original scope of the RCMP, which excluded non-residential structures. The Division allocates $3.5 million for any construction mitigation efforts that will "prevent or reduce losses or reduce the cost of rebuilding after a disaster" – provided that the construction:

- Involves or indirectly mitigates a structure; and,
- Does not supplant any other mitigation grant program funded by or through the Division.

The Recipient will provide mitigation retrofit improvements as identified in RFP-DEM-22-23-026 on as many qualified structures as possible during the period of performance for this Agreement and within the awarded amount. The Division of Emergency Management's (Division) Project Information Sheet (PIS) will be the controlling document that monitors expenditures for the approved mitigation properties.

All structures shall be located in the geographical boundaries of the State of Florida and be approved by the Division. The Recipient shall focus on a comprehensive approach that ties together all aspects of mitigation.

The Recipient shall be responsible for the implementation, management, coordination, and facilitation of all aspects related to the mitigation retrofit projects approved under this RFP.

The intent of the program is to mitigate a structure comprehensively. Comprehensive mitigation takes into account as many facets of mitigation as can be achieved given the Recipient's budget for an identified structure. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e., structure has already been partially mitigated or structure does not otherwise require certain measures) the reasons for the deviation. All awarded funds must be directly related to mitigation improvements.

The Division will conduct a benefit-cost analysis (BCA) for each of the submitted properties to determine if the mitigation retrofits are cost-effective. The BCA results in a numerical ratio expression of the cost-effectiveness of a mitigation project and is calculated as: total project mitigation benefits divided by total project mitigation costs. A project with a BCA ratio of one or greater has more benefits than costs and is therefore considered cost-effective. Some of the submitted properties may receive a BCA ratio of less than one (1). However, if the combined BCA ratio for the submitted group of properties is equal to one (1) or greater the group of properties may be approved. Specific properties may be added or withdrawn if necessary, in order to achieve a combined BCA of one (1) or greater. The Division will prioritize projects with the highest BCA ratio over projects with a lower BCA ratio.

Upon the Recipient receiving a BCA score of (1) or greater, the Division will alert the Recipient to begin construction. **It is important to note that no construction shall be started prior to the Division's approval of the mitigation improvements.**

The HLMP grant is a reimbursable grant. Therefore, no Pre-award costs are authorized. Further, the Recipient should secure funding to ensure maximum performance. The Division expects that each Recipient will fully spend their awarded grant amount. The Division retains the right to review Recipient performance and take corrective action at any time. The following Tasks and Deliverables will be achieved in order for the Recipient to be reimbursed.

DELIVERABLES AND TASKS:

Deliverable 1 (Identification and Inspection): The Recipient shall establish a selection process to identify potential structures for mitigation improvements. For residential projects, the selection process shall be open to all Florida homeowners but should avoid conflict of interest. Internal employees, family members, and staff of the Recipient should not be selected. The Recipient shall provide to the Division a copy of the Uniform Mitigation Verification Inspection Form (Form *OIR-B1-1802*), or equivalent inspection form, and any additional information provided by the certified inspector or building official.

Task A (Identification): The Recipient shall identify structures for possible mitigation efforts. Mitigation efforts cannot be performed on structures with building code violations or unpermitted structures.

Task B (Inspection): The Recipient shall ensure that a comprehensive mitigation inspection is conducted of all identified structures. The mitigation inspection shall be performed by a state-certified inspector or local building official. The inspection shall identify any previous mitigation improvements, as well as any mitigation deficiencies.

For wind retrofitting projects, the inspection shall be completed using the state-standard "Uniform Mitigation Verification Inspection Form" (Form *OIR-B1-1802*). The inspector shall further ensure that all necessary information is given to the Recipient (i.e. measurements, counts, and applicable notes). Additionally, the inspector shall provide the following information in addition to the Uniform Mitigation Verification Inspection Form:

1. An opinion on whether the structure can be retrofitted to effectively improve structural survivability;
2. An estimate of the roof square footage;
3. An estimate of the square footage of windows and doors;
4. An indication whether the home has gable end reinforcement;
5. A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

The Recipient shall provide visual representation for each structure by submitting digital photographs and videos. Photographs and videos must be clear, unobstructed views of all aspects, to include the roof,

gables/trusses, doors, windows, and vents.

Due Date: Initial inspections are due within one hundred and twenty (120) days of the contract execution date. Projects and properties may be added and removed through April 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and expenses associated with project identification, plan development, and inspection services.

Deliverable 2 (Procurement and PIS Submission): Based on the mitigation deficiencies identified in Task B of Deliverable 1**,** the Recipient shall obtain open, fair, and competitive bids following local procurement guidelines. Using the information provided on the Uniform Mitigation Verification Inspection Form (or equivalent), the Recipient shall complete a Property Information Sheet (PIS) for each structure. The following information shall be submitted to the Division in electronic format:

1. Scope of Work for each structure, based on the inspector's findings listed on each Uniform Mitigation Verification Inspection Form or equivalent inspection form
2. PIS for each structure
3. Procurement documentation (bids, quotes, sign in sheets)

The Division will conduct a Benefit-Cost Analysis (BCA) on submitted information. Approval of individual

properties will be based on a combined BCA ratio.

Task C (Procurement): The Recipient shall select a Qualified, Licensed Florida Contractor in accordance with the Recipient's local procurement policy. Per Florida Statute 287.057, the Division requires that "vendors shall be accorded fair and equal treatment." Bids should be open, reasonable, and competitive.

Task D (PIS Development): The Recipient shall complete a Property Information Sheet (PIS) for each structure identified in Task A of Deliverable 1. Cost estimates for each project component must be provided by the selected contractor as specified in Task B of Deliverable 1. The electronic PIS form is provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient must identify whether:

1. the structure is on grade or not;
2. any unpermitted work has occurred at the structure; and,
3. if any outstanding liens or judgments are attached to the structure or its underlying property.

For all structures completing wind retrofit activities, the PIS must also identify and provide protection on any other opening such as vents, louvers, AC units, exhaust fans, machinery tie-downs, as applicable based on the inspection from Task A of Deliverable 1. All installations shall be in strict compliance with the Florida Building Code or Miami-Dade specifications, and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify the protection according to the manufacturer specifications or local advice. The project shall provide protection against the wind speed protection and impact requirements indicated by the effective Florida Building Code at the time permits are issued.

For all project types, the PIS must be completed to reflect all necessary activities to accomplish comprehensive mitigation, and reach the required level of protection established by each locality.

Due Date: PIS is due within one hundred and twenty (120) days of the contract execution date. Addition or deletion of properties are due by April 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) associated with the approved Project's SOW, bidding process, or Contractor selection.

Deliverable 3 (Construction): During the construction phase of the project, the Recipient shall provide the Division with sufficient documentation of all mitigation efforts completed, such as bills, invoices, and charges submitted by the contractors. Dates must be within the Period of Performance to be reimbursable.

If applicable, the Recipient shall provide documentation of Florida Approved Product Codes and ensure that labels are photographed before being painted over or removed.

Based on the mitigation efforts performed by the contractor, the Recipient shall provide a Request for Reimbursement (RFR) Package that includes the following information:

a) Recipient's Invoice, to include;
- **The Period of Performance**;
- Description of work performed;
- A breakdown of material and labor cost with unit amounts; and
- Payment amount requested for reimbursement;
- Settled invoices should be submitted (showing paid);

b) Request for Reimbursement; (Attachment D)
- Signed and dated Summary Page with relevant Detail Pages;
- Sub-Contractor's Itemized Invoice:
  a. Sub-Contractor name;
  b. Property owner name and address;
  c. Date range of work performed;
  d. Exact mitigation measure completed;
  e. Amount requested for each mitigation measure;
- Copies of Canceled Checks or Electronic Funds Payment Verification;
- Quarterly Report; and,
- Affidavit of Partial Competition (if applicable).

Task E (Construction): Upon completion and approval of Task C and D of Deliverable 2, by the Division, the construction phase shall commence. The Recipient, or its Subcontractors, shall complete all mitigation retrofit measures as approved by the Division that have been identified on the PIS. During the construction phase, the Recipient is responsible for all contractor payments. All construction work shall be completed by a Qualified and Licensed Florida Contractor. The Recipient shall document all Florida Approved Product Codes, if applicable.

Due Date: Deliverable 3 is due on a regular basis, but shall be submitted at least quarterly, starting with the first quarter after the final Agreement execution date and every quarter thereafter. It shall include the quarterly report. The quarterly submission is due fifteen (15) calendar days after the close of the quarter.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management expenses (Not to exceed $15,000) and Construction Expenses associated with all the mitigation retrofit improvements. The mitigation efforts may not be fully completed; however, a partial reimbursement request may be submitted.

Deliverable 4 (Close-Out Package and Final Inspection): Based on the work described in Task E, the Recipient shall provide a Final Close-Out Package in digital format that includes the following:

a) Request for Final Inspection on agency/company letter head identifying the HLMP Project number, contract number and must include the following statements:
   - The project is 100% complete;
   - Scope of Work (based on deficiencies found in Task B) for each structure has been completed; and,
   - All relevant building Codes and Standards have been satisfied.

b) Electronic folders for each individual property. The folders must have PDF formatted documents for each of the following:
   - Approved PIS;
   - Scope of Work;
   - Color photographs and videos, in digital format, documenting mitigation work (pre and post);
   - Building Permit;
   - Post-Inspection Reports/Certificates of Completion for each structure;
   - Florida Approved Product Codes, Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals; and,
   - All applicable Lien Waivers.

c) An Electronic Spreadsheet to include;
   - Homeowner's Name;
   - Homeowner's Address;
   - Pre and Post Inspection Dates;
   - Retrofit Measures Completed; and,
   - Retrofit Cost;

Task F (Close-Out Request): Upon completion of mitigation efforts, the Recipient shall provide the Division with an official letter stating the project is 100% complete per the contractor's scope of work. The Recipient shall request final inspection from the Division and provide documentation of all work completed as stated in Deliverable 4.

Task G (Final Inspection): A post inspection must be performed by the Recipient and a member of the Division's Technical Unit to ensure that all activities on the scope of work have been properly completed in compliance with issued building permits, as well as all applicable Florida Building Codes, local building codes, industry standards and Manufacturer's Specifications.

Due Date: A request for closeout is to be received by the Division on or before June 15, 2024.

Reimbursement: Provided the expenses do not exceed the amounts authorized by this Agreement, the Division will reimburse the Recipient for the Project Management Expenses and Construction Expenses associated with Final Closeout preparation, final inspections, and any additional mitigation performed as required by final inspection. The "**Final Reimbursement Request"** must be submitted by August 15, 2024.

REIMBURSEMENTS AND EXPENSES:

Requests for Reimbursement: During the Fiscal Year, the Recipient is required to submit, at a minimum, quarterly Requests for Reimbursement (RFR), unless no funds were expended. The recipient is required to submit a quarterly report on the progress of the overall project. The quarterly report is due no later than 15 calendar days past the end of the quarter (see Table 1). Documentation is required to support each RFR, Examples of supporting documentation are provided below for both construction expenses and project management expenses. In some cases, all the mitigation retrofit improvements may not be fully completed; however, a partial reimbursement request may be submitted. Additional documentation in the form of an Affidavit signed by the project manager attesting to the completion of the work identified in RFR is required.

Construction expenses: The Recipient will pre-audit bills, invoices, and/or charges submitted by the subcontractors and pay the subcontractors for approved bills, invoices, and/or charges. Recipient will submit Reimbursement Requests (Attachment D) to the Division with copies of Subcontractor's bills, invoices, and/or charges and Proof-of-Payment by the Recipient in the form of cancelled checks, payroll records, electronic payment verification, etc. The Recipient shall ensure that the Contractor's Invoice clearly identifies each mitigation item installed.

Project management expenses: The Recipient shall provide source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits must be clearly shown.

Budget: The Budget is designed to account for HLMP Awarded Funds. Each invoice and request for reimbursement should clearly identify the amount of HLMP funds requested and provide supporting documentation.

Financial Consequences: If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
b) Disallow all or part of the cost of the activity or action not in compliance;
c) Wholly or partly suspend or terminate the current award for the Recipient;
d) Withhold further awards for the program; or,
e) Take other remedies that may be legally available.

Key Deliverable Dates: The key deliverable dates are designed to aid the Recipient in fully expending the awarded grant funding. The Division will monitor the Recipient's performance by using the following dates as markers. Should the Recipient fall off this schedule, the Division will reach out to the Recipient and work towards an appropriate correction. The Division retains the right to review all Recipients for performance. Further, should the Recipient need additional time, the Recipient need only to demonstrate a work plan to the Division. These dates assume blue sky conditions throughout the life of the grant. Should the Division or the Recipient be impacted by disaster, event, or incident, the deliverable dates would be altered.

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Additional structures may be considered for mitigation until April 15, 2024.
Deliverable 2: Procurement and PIS Submission	No later than 120 days post contract execution.	
Deliverable 3: Construction	To be completed by June 1, 2024.	Completion of all mitigation retrofit work.
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2024.	

Table 2:

EXPENDITURE CATEGORIES	AWARD
Salary & Benefits	
Other Personnel / Contractual Services	
Project Management Expenses	$15,000.00
Construction Expenses	$179,000.00
Totals	$194,000.00

This is HLMP Project Number DEM-HL00090, the City of Bradenton. The Period of Performance for this project shall begin upon contract execution and ends **June 30, 2024**.

Attachment B

Program Statutes and Regulations

Section 215.559, Florida Statutes	Hurricane Loss Mitigation Program
Section 215.422, Florida Statutes	Payments, warrants, and invoices; processing time limits; dispute limitation; agency or judicial branch compliance
Section 215.97, Florida Statutes	Florida Single Audit Act
Section 215.971, Florida Statutes	Agreements funded with federal and state assistance
Section 216.347, Florida Statutes	Disbursement of grant and aids appropriations for lobbying prohibited
Section 216.3475 Florida Statutes	Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
Section 287.056, Florida Statutes	Purchases from purchasing agreement and state term contract
Section 287.057, Florida Statutes	Procurement of commodities or contractual services
CFO MEMORANDUM NO. 04 (2005-06)	Compliance Requirements for Agreements
Section 553.844, Florida Statutes	Windstorm loss mitigation; Requirements for Roofs and Opening Protection

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 3701 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. Sections 7321-7326 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001-4131, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may

eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require, and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(u) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 54 U.S.C. 3125

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10)Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11)Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12)Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: City of Bradenton

ADDRESS: 101 12th Street West

CITY, STATE, ZIP CODE: Bradenton, FL 34205 Project Number: DEM-HL00090

PAYMENT No:_____ DEM Agreement No: B0198

Eligible Amount 100%	Obligated Federal __%	Obligated HLMP 100%	Previous Payments	Current Request	DEM Use Only	
					Approved	Comments
	N/A					

TOTAL CURRENT REQUEST: $_____

I certify that to the best of my knowledge and belief the above amounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE _____

NAME AND TITLE_____ DATE: _____

_____TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $ _____ _____
DIVISION DIRECTOR

APPROVED FOR PAYMENT $_____ _____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE WORK UNDER THE HURRICANE LOSS MTIGATION PROGRAM

RECIPIENT: City of Bradenton PROJECT #: DEM-HL00090

CONTRACT# B0198 FEMA TRACKING #: N/A

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: CITY OF BRADENTON

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

____ **LINE ITEM JUSTIFICATION** **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance)**

_____

_____

_____

_____

_____

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT:City of Bradenton Project Number: DEM-HL00090

PROJECT LOCATION:_____ DEM ID #: B0198

QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable) $_____
Provide reimbursement projections for this project:

July-Sep, 20__$_____ Oct-Dec, 20__$_____ Jan-Mar, 20__$_____ Apr-June, 20__$_____

July-Sep, 20__$_____ Oct-Dec, 20__$_____ Jan-Mar, 20__$_____ Apr-June, 20__$_____

Percentage of Work Completed (may be confirmed by state inspectors): _____%

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:
_____
_____
_____

Provide a schedule for the remainder of work to project completion:
_____
_____
_____

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:
_____
_____
_____

Cost Status: [ ] Cost Unchanged [ ] Under Budget [ ] Over Budget

Additional Comments/Elaboration:
_____
_____
_____

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct.

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of the standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from _____
_____

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR:

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Bradenton
Recipient's Name

B0198
DEM Contract Number

DEM-HL00090
Project Number

Attachment I

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

CITY OF BRADENTON

RESOLUTION NUMBER 23-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT TO ADMINISTER HURRICANE LOSS MITIGATION PROGRAM FUNDS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton was awarded HLMP funding to mitigate residential structures in the city, making them safer during storms; and

WHEREAS, the City has applied for and received HLMP in previous years; and

WHEREAS, this funding provided through the attached contract number B0198 will be used to benefit the city's residents, particularly its low and moderate income residents;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby approves the attached contract number B0198 with the State of Florida Division of Emergency Management for HLMP funding;
2. The Mayor is authorized to execute the attached contract number B0198 for HLMP funding;
3. This Resolution shall take effect 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 26th DAY OF JULY, 2023.

ATTEST:

Tamara Melton
City Clerk

Gene Brown
Mayor

Scott Rudacille
CITY ATTORNEY

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Blue, BlueMedicare Advantage Plan for Medicare eligible City of Bradenton Retirees

SUGGESTED ACTION: Approve contract between the City of Bradenton and Florida Blue effective October 1, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton in collaboration with the City's Agent of Record, Brown & Brown along with Florida Blue wish to offer a Medicare Advantage group plan to its retirees that are Medicare eligible or age 65 and over.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille.

SUGGESTED MOTION:
Motion to approve the contract with Florida Blue effective October 1, 2023.

ATTACHMENTS:
BlueMedicare Group Master Agreement

BLUEMEDICARE GROUP MASTER AGREEMENT

SECTION 1: INTRODUCTION

This BlueMedicare Group Master Agreement (this "Agreement") describes the rights and obligations which you and Blue Cross and Blue Shield of Florida, Inc. ("Florida Blue") have with respect to the group Medicare Advantage, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan (hereinafter, "Medicare Plan(s)") coverage to be provided by us to your Covered Retirees and Covered Dependents.

References to "we", "us", "our," and Florida Blue throughout this Agreement refer to Blue Cross and Blue Shield of Florida, Inc. In exchange for your payment of the Premium, we agree to provide the coverage and/or benefits specified in the Evidence of Coverage for the Medicare Plan(s) ("Evidence of Coverage"), a copy of which is attached to this Agreement. The coverage to be provided by us under the Group Plan which you have established is described in the Evidence of Coverage.

SECTION 2: DEFINITIONS

Certain terms defined in the Agreement are also used and defined (for the convenience of Covered Persons) in the Evidence of Coverage. If a word or phrase starts with a capital letter, it is either the first word in a sentence, a proper name, a title, or a defined term. The following defined terms apply to this Agreement:

Anniversary Date means the date one year after the Effective Date of coverage and subsequent annual anniversaries or such other date as mutually agreed to in writing by the parties.

Appeal means a request submitted by or on behalf of a Covered Person for a review of our decision to deny a request for coverage of health care services or prescription drugs or payment for services or drugs.

CMS means the Centers for Medicare and Medicaid Services.

CMS Requirements means the provisions of Parts C and D of Title XVIII of the Social Security Act, CMS Medicare Part C and D regulations at 42 C.F.R. Parts 422 and 423, the CMS Managed Care and Prescription Drug Benefit Manuals, other CMS instructions and guidance and the provisions of Florida Blue's contracts with CMS to offer the Medicare Plans.

Covered Dependent means an Eligible Dependent who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Retiree.

Covered Person means a Covered Retiree or a Covered Dependent.

Covered Retiree means an Eligible Retiree, who continues to meet all applicable eligibility requirements described in the Evidence of Coverage and who is enrolled, and actually covered, under the Agreement other than as a Covered Dependent.

Effective Date for the Group means 12:01 a.m. on the date specified on the last page of this Agreement and for Covered Persons means 12:01 a.m. on the date coverage will begin as specified in the Evidence of Coverage.

Eligible Dependent means an individual who meets and continues to meet all of the eligibility requirements described in the Evidence of Coverage.

Eligible Retiree means an individual who meets and continues to meet all of the eligibility requirements set forth in the Evidence of Coverage and is eligible to enroll as a Covered Retiree. An Eligible Retiree is not a Covered Retiree until actually enrolled and accepted for coverage as a Covered Retiree by us.

Enrollment Forms means those forms, electronic or paper, which are approved by us and used to maintain accurate enrollment files under the Agreement.

Grace Period means the sixty (60) calendar day period beginning on the date the Premium is due.

Grievance means a type of complaint submitted by a Covered Person (or other person eligible under CMS Requirements to submit a Grievance) about us or one of our network providers or pharmacies, including a complaint concerning the quality of care. This type of complaint does not involve coverage or payment disputes.

Group means the employer, labor union, association, partnership, corporation, department, other organization or entity through which coverage and benefits are issued by us.

Note: References to "you" or "your" throughout the first part of this Agreement also refer to the Group. References to “you” or “your” in the Evidence of Coverage refer to Eligible Retirees, Eligible Dependents, Covered Retirees and/or Covered Dependents depending on the context and intent of the specific provision.

Group Master Agreement or Agreement means the written document which is evidence of the entire agreement between the Group and Florida Blue whereby coverage and benefits are provided to Covered Persons.

Late Enrollment Penalty (“LEP”) means an amount added to the Part D Premium of an individual who did not have Part D coverage or other creditable prescription drug plan when the individual first became eligible for Part D or who had a break in Part D or other creditable prescription drug coverage for at least 63 days.

Low Income Subsidy (“LIS”) means the premium subsidy amount paid to us by CMS for qualifying Covered Persons with Medicare Part D coverage.

Medicare Plan means the group Medicare Advantage Plan, Medicare Advantage Prescription Drug Plan, and/or standalone Medicare Prescription Drug Plan that you select.

Premium means the amount required to be paid by the Group to us for coverage under this Agreement.

Service Area means a geographic area where a Medicare Plan accepts members.

SECTION 3: ELIGIBILITY, ENROLLMENT, AND DISENROLLMENT

A. Eligibility Determination

Determination of whether an individual is an Eligible Retiree or Eligible Dependent will be a two-step process:

1. You will determine whether the individual is eligible to participate in the retiree group health benefit plan that you sponsor. For individuals meeting your eligibility criteria, you will promptly forward completed applications to us. You are responsible for complying with all applicable laws and regulations, including but not limited to the Employee Retirement Income Security Act (ERISA) and the Internal Revenue Code, in making this eligibility determination. You must also comply with all eligibility guidelines included in the benefit administrative guide and Evidence of Coverage.

2. After receiving a complete application, we will process the application in accordance with CMS Requirements. An application must be approved by us and accepted by CMS for an individual to be enrolled in a Medicare Plan.

B. Distribution of Enrollment Materials

You may only distribute materials describing the Medicare Plan that we have provided to you or that we have approved in writing. You will distribute any pre-enrollment materials that we provide to you to each potential enrollee before collecting enrollment applications. Nothing in this Section will preclude you from making additional disclosures about your group health benefit plan as applicable to comply with ERISA, such as a wrap-around summary plan description or other plan document. If applicable, you are solely responsible for compliance with ERISA disclosure requirements in connection with the Medicare Plan(s).

C. Group Disenrollment

If you decide to disenroll all Covered Persons from a Medicare Plan, you must:

1. Notify all beneficiaries that you intend to disenroll them from the Medicare Plan. You will provide this notice at least twenty one (21) calendar days before the disenrollment. This notice will explain how to contact Medicare for information about other plan options that may be available. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

2. Provide us with all information necessary to submit a complete disenrollment request transaction to CMS in accordance with CMS Requirements.

3. In the event of termination of this Agreement, provide advanced notice in accordance with Section 4 of this Agreement.

D. Individual Covered Person Disenrollment

Covered Persons may be disenrolled from a Medicare Plan by Florida Blue if they become ineligible for continued enrollment. Covered Persons may also be disenrolled if this Agreement terminates or if you

inform us that they are no longer eligible to participate in your retiree group health plan. If Florida Blue determines that a Covered Person is ineligible for continued enrollment or if you instruct us to disenroll an individual, you must:

1. Provide us with at least thirty (30) calendar days advanced notice of the ineligibility or disenrollment election of an individual; and

2. Provide the Covered Person(s) who will be disenrolled with at least twenty one (21) calendar days advanced notice of the termination and of other insurance options that are available to them. You will include language provided by Florida Blue in this notice to meet specific CMS Requirements for notice contents.

The Covered Person will have the opportunity to elect another plan offered by us or by you, join Original Medicare, or join another carrier's Medicare Plan (by submitting an enrollment request to that organization).

SECTION 4: TERM AND TERMINATION

A. Term of Agreement and Renewal Process

This Agreement shall become effective as of the Effective Date provided: (1) that we accept your Group Application; and (2) that you pay the required initial Premium specified by us.

This Agreement shall continue in effect until the first Anniversary Date following the Effective Date unless terminated earlier as permitted by its terms. After the initial term, this Agreement shall automatically renew each succeeding year on the Anniversary Date for an additional one-year period unless:

1. At least sixty (60) calendar days prior to such Anniversary Date, you notify us that you do not want the Agreement to automatically renew; or

2. It is terminated as permitted by its terms.

At least ninety (90) calendar days before each Anniversary Date, we will provide you with notice of changes in Premium and benefits under the Medicare Plan for the upcoming year (the "Renewal Notice").

If this Agreement renews as specified above, all of its terms and provisions (including the Premium due) shall be amended to include the terms of the Renewal Notice, and the amended Agreement shall govern coverage as of the Anniversary Date. Payment of the new charges shall constitute acceptance of the change in Premium rates. This Agreement is conditionally renewable. This means that it automatically renews each year on your Anniversary Date unless terminated earlier in accordance with its terms.

B. Termination by Group

The Group may cancel this Agreement on its Anniversary Date by giving written notice to us at least sixty (60) calendar days in advance, unless we have initiated a termination for any of the reasons stated below.

C. Termination by Florida Blue

We may terminate this Agreement or refuse to renew for the following reasons:

1. **Failure to Pay Premiums**. You do not pay Premiums in accordance with its terms or we have not received timely Premium payments prior to the end of the Grace Period. Termination of this Agreement for failure to pay premiums shall be effective as of the end of the Grace Period. In the event of such termination, you are obligated to pay the following:

    a. Any portion of the Premium due for coverage provided by us prior to termination; and

    b. Any amounts otherwise due us.

2. **Fraud or Intentional Misrepresentation of Material Fact.** You perform an act, or engage in any practice, that constitutes fraud or make an intentional misrepresentation of material fact.

3. **Group Contribution and Participation and CMS Rules.** You do not comply with: (1) a material provision which relates to rules for Group contributions or Covered Person participation; or (2) any provision in this Agreement which relates to LIS or other CMS Requirements.

4. **Service Area**. There is no longer any Covered Person who lives, resides, or works in the Service Area.

5. **Termination or Non-renewal of the CMS Contract**. We will provide you with at least ninety (90) calendar days' notice upon termination or non-renewal of our contract with CMS.

Except as specifically provided in this Subsection 4.C, if we decide to terminate or not renew the Agreement based on one or more of the circumstances mentioned above, we will give you at least forty-five (45) calendar days advance written notice.

D. Notification of Termination to Covered Retirees

It is your obligation to immediately notify each Covered Person of any such termination of this Agreement for any reason, consistent with the requirements of Section 3 of this Agreement.

E. Representations Made By, and Obligations of, the Group

In agreeing to provide coverage in accordance with the terms of this Agreement, we rely on the representations you made when you applied for coverage with us and your representation that you have authority to act on behalf of all Covered Persons with respect to this Agreement. Consequently, every act by, agreement with, or notice given to, you will be binding on all Covered Persons. You agree that you shall offer to all Eligible Retirees the opportunity to become a Covered Person under this Agreement. You agree that, if requested by us, you will distribute the Evidence of Coverage and other coverage materials to Covered Persons.

SECTION 5: PAYMENT PROVISIONS

A. Monthly Invoice

We will prepare a monthly invoice of the Premium due on or before the due date. This monthly invoice will also reflect any prorated charges and credits resulting from changes in the number of Covered Persons and changes in the types of coverage that took place in the previous or current month.

If you become aware that a Covered Person will become ineligible, you must provide us with written notice of such ineligibility as described in Section 3 of this Agreement. You shall be liable to us for the Premium due for each individual enrolled in a Medicare Plan under this Agreement until the effective date of disenrollment, which is set by CMS Requirements.

You must pay the total amount of the invoice. Do not add names to an invoice, change coverage or pay for a retiree or dependent whose name does not appear on the invoice. No changes can be made to a Group invoice unless a signed application form is on file and submitted to Florida Blue. Payment shall be for the total amount of the Group invoice.

B. Payment Due Date

The first Premium payment is due before the Effective Date of the Agreement. Each following payment is due monthly unless you agree with us in writing on some other method and/or frequency of payment. The Premium is due and payable on or before the first day of each succeeding calendar month to which such payments apply.

C. Grace Period

This Agreement has a sixty (60) calendar day Premium payment Grace Period, which begins on the date the Premium payment is due. If we do not receive the required Premium payment on or before the date it is due, it may be paid during this Grace Period. Coverage will stay in force during the Grace Period. If Premium payments are not received by the end of the Grace Period, we will terminate this Agreement and proceed with the disenrollment of Covered Persons as described in Section 3 of this Agreement.

D. Changes in Premium

Premium rates may be changed on your Anniversary Date as described in Section 4.A above regarding renewal.

E. Other Rules Regarding the Payment of Premiums

1. CMS rules govern the effective date of any disenrollment of a Covered Person under this Agreement, and we are not required to retroactively terminate this Agreement or coverage for any Covered Person.

2. If full payment of the Premium is not paid when due, this Agreement may be terminated as described in Section 4 of this Agreement.

F. Premium Subsidization

You may subsidize Premium amounts charged to Eligible Retirees. You are responsible for compliance with all applicable laws and regulations relating to your subsidy of Premiums, including ERISA and CMS Requirements, as applicable. You acknowledge and agree that Premium subsidization may vary for different classes of Eligible Retirees only if such classes are reasonable and based on objective business criteria. You represent and warrant that you will not vary Premium subsidization based on any Covered Person's eligibility for LIS. Further, you will not vary Premium subsidization for individuals within a given class of Eligible Retirees. In no case will you charge an Eligible Retiree more than the sum of the monthly Premium that we charge you for the Medicare Plan benefits.

G. Low Income Subsidy

You will comply with the following requirements in connection with LIS:

1. You are required to pass through any LIS payments received from CMS to reduce the Premium amount that the Covered Retiree pays. You will first apply any LIS amounts to a Covered Person's share of Premium. You may not benefit from any LIS amount until the Premium for a Covered Person (including amounts for the non-drug benefits in a combined Medicare Advantage Prescription Drug Plan) paid by a Covered Retiree is reduced to zero ($0.00).

2. You are responsible for reducing up-front Premium contributions that you collect from Covered Retirees for any Covered Persons eligible for LIS. In limited situations where you are unable to reduce the up-front Premium contribution (*e.g.* if LIS is awarded retroactively), you will directly refund the LIS amount to the Eligible Retiree within fifteen (15) calendar days of the date you receive the LIS amount from Florida Blue.

H. Late Enrollment Penalty (LEP)

The Premium for an individual Covered Person may be higher if the Covered Person is assessed an LEP for not enrolling in Part B in a timely manner. This higher Premium will be reflected on the bill you receive from us.

I. Premium Billing

You will be responsible for the payment of the "Total Monthly Premium per Covered Retiree" of all Group members. The Total Monthly Premium may be less for Covered Persons who qualify for LIS as defined by CMS. You will also be responsible for any LEP charges that Group members have been assessed by CMS. The first Premium charge is payable before the Effective Date of this Agreement. Monthly charges are payable on the first day of each following month during the time this Agreement is in effect.

J. Retroactive Premium Adjustment

The monthly charge will be determined from our records by the number of Covered Retirees who have been confirmed through the CMS enrollment transaction process. Retroactive adjustments will be made for additions and terminations of Covered Retirees and for Covered Retirees who have been confirmed through the CMS enrollment transaction process after the initial billing statement. Any refund that is owed to a Covered Retiree must come from the Group, unless the Covered Retiree is billed directly by us. Florida Blue will only adjust the amount due of a Group and will not refund Premium(s) paid to a Covered Retiree, unless we mutually agree that a Covered Retiree is to be directly billed by Florida Blue. You must refund to Covered Retirees any amounts received from us that are due to Covered Retirees in a timely manner.

SECTION 6: HOST BLUE PLANS

A. Out-of-Area Services – Medicare Advantage

We have relationships with other Blue Cross and/or Blue Shield Licensees ("Host Blues") referred to generally as the "Inter-Plan Medicare Advantage Program." This Program operates under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). When members access

healthcare services outside the geographic area we serve, the claim for those services will be processed through the Inter-Plan Medicare Advantage Program. The Inter-Plan Medicare Advantage Program available to members under this agreement is described generally below.

B. Member Liability Calculation

When you receive Covered Services outside of our service area from a Medicare Advantage PPO network provider, the cost of the service, on which member liability (copayment/coinsurance) is based, will be either:

- The Medicare allowable amount for covered services; or
- The amount either we negotiate with the provider or the Host Blue negotiates with its provider on behalf of our members, if applicable. The amount negotiated may be either higher than, lower than, or equal to the Medicare allowable amount.

C. Nonparticipating Healthcare Providers Outside Our Service Area

When Covered Services are provided outside of our service area by nonparticipating healthcare providers, the amount(s) a member pays for such services will be based on either the payment arrangements, described above, for Medicare Advantage PPO network providers, Medicare's limiting charge where applicable or the provider's billed charge. In these situations, the member may be responsible for the difference between the amount that the nonparticipating healthcare provider bills and the payment we will make for the covered services as set forth in this paragraph. Payments for out-of-network emergency services will be governed by applicable federal and state law.

SECTION 7: GENERAL PROVISIONS

A. Administration and Record Retention

You must provide us with any information we need to administer the coverage and/or benefits to be provided or needed to compute the Premium due. While this coverage is in force, we have the right, at any reasonable time, to examine your records on any issues necessary to verify information provided by you. You must retain all records relating to this Agreement, including but not limited to those relating to LIS administration, for the current calendar year plus an additional ten (10) years.

B. Assignment and Delegation

You may not assign, delegate or otherwise transfer this Agreement and the obligations hereunder without our written consent. Any assignment, delegation, or transfer made in violation of this provision shall be void. We may assign, delegate, or otherwise transfer this Agreement to our successor in interest or an affiliated entity without your consent at any time.

C. Authorization

Where this Agreement requires that an act involving the administration of coverage and/or benefits be authorized or approved by us, such authorization or approval shall be considered given when provided in writing by a duly authorized officer of Florida Blue or his or her designee.

D. Evidence of Coverage

We will provide an Evidence of Coverage and ID Card for each Covered Retiree. The Evidence of Coverage will describe the coverage and benefits to be provided to Covered Persons by us.

You agree that, if requested by us, you will distribute the Evidence of Coverage (and any Endorsements to it) and other coverage materials to Covered Persons.

E. Grievance and Appeals Process

We have established and will maintain a process for hearing and resolving Grievances and Appeals raised by Covered Persons in accordance with CMS requirements. Details regarding this process are provided in the Evidence of Coverage.

F. Changes to the Agreement

Florida Blue may make any changes to this Agreement that are necessary to meet CMS Requirements ("CMS Mandated Amendments") with sixty (60) calendar days advanced written notice to you. Such changes shall become effective as amendments to this Agreement upon expiration of this sixty (60) calendar day notice period.

Except in the case of (a) CMS Mandated Amendments or (b) Renewal Notices as described in Section 4.A., no person may change, modify, or revise the written terms or provisions of this Agreement unless such change is made by a written amendment signed by one of our duly authorized officers. For example, no Eligible Retiree or agent of Florida Blue or the Group can change or waive the written terms or provisions of this Agreement except as stated in the first sentence of this paragraph.

G. Furnishing and Maintaining Enrollment Records

You must provide any information required by us for the purpose of creating and maintaining enrollment records, processing terminations, and recording changes in family status. In addition, you and each Eligible Retiree must submit accurate and complete Enrollment Forms on a timely basis. You are responsible for collecting the Enrollment Forms, reviewing them for accuracy and completeness, and forwarding them to us, along with the applicable Premium payment. All enrollment record information which is relevant to the eligibility or coverage status of any individual must be made available to us for inspection and copying upon request.

H. Errors or Delays

Clerical errors or delays by us in maintaining enrollment records regarding Covered Persons will not invalidate coverage which would otherwise be validly in force or continue coverage which would otherwise be validly terminated, provided you have furnished us with timely and accurate enrollment information. Errors or delays by you in furnishing accurate enrollment information to us will not affect our right to strictly enforce any and all eligibility requirements.

I. Entire Agreement

This Agreement sets forth the exclusive and entire understanding and agreement between the parties and shall be binding upon the Covered Persons, the parties, and any of their subsidiaries, affiliates, successors,

heirs, and permitted assigns. All prior negotiations, agreements, and understandings are superseded hereby. No oral statements, representations, or understanding by any person can change, alter, delete, add or otherwise modify the express written terms of this Agreement, which includes the terms of coverage and/or benefits set forth in the Evidence of Coverage, the Schedule of Benefits, and any other attachments, amendments or riders.

J. Financial Responsibilities of the Group

We reserve the right to recover any benefit payments made to or on behalf of any individual whose coverage has been terminated. Our recovery efforts may relate to benefit payments made for health care services rendered subsequent to the Covered Person's termination date and prior to the date notice of coverage termination is required to be made by you. Your cooperation with and support such recovery efforts is required.

In the event that you do not comply with the notice requirements set forth in Subsection 5.A (Monthly Invoice), you shall be solely liable to us for Premium due until the effective date established by CMS for a Covered Person’s disenrollment.

K. Indemnification

You shall hold harmless and indemnify Florida Blue, against all claims, demands, liabilities, or expenses (including reasonable attorney fees and court costs), which are related to, arise out of, or are in connection with any of your acts or omissions, or acts or omissions of any of your employees, retirees or agents, in the performance of your obligations under this Agreement. We are not your agent, nor are you our agent, for any purpose. This paragraph shall only apply to the extent allowed under Florida Statutes § 768.28.

L. Representations on the Group Application and the Enrollment Forms

We rely on the information you and your Eligible Retirees provide to determine whether to issue coverage; the appropriate Premium and financing method; and eligibility for coverage. All such information must be accurate, truthful, and complete. Statements made on the Enrollment Forms are representations and not warranties.

We may cancel, terminate, or void this Agreement if the information which you provide is fraudulent, or if you make an intentional misrepresentation.

M. Reservation of Right to Contract

We reserve the right to contract with any individuals, corporations, associations, partnerships, or other entities for assistance with the servicing of coverage and benefits to be provided by us or obligations due, under this Agreement.

N. Service Mark

You, on behalf of the Group and its Covered Retirees, hereby expressly acknowledge your understanding that this Agreement constitutes a contract solely between you and Florida Blue. We are an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans, (the "Association") permitting us to use the Blue Cross and Blue Shield Service Mark in the state of Florida and that we are not contracting as the agent of the

Association. You further acknowledge and agree that you have not entered into this contract based upon representations by any person other than us and that no person, entity, or organization other than us shall be held accountable or liable to you for any of our obligations created under this Agreement. This paragraph shall not create any additional obligations whatsoever on our part other than those obligations created under other provisions of this Agreement.

O. Third Party Beneficiary

This Agreement was entered into solely and specifically for the benefit of Florida Blue and the Group. The terms and provisions of the Agreement shall be binding solely upon, and inure solely to the benefit of, Florida Blue and the Group, and no other person shall have any rights, interest or claims under this Agreement, including the Evidence of Coverage, or be entitled to sue for a breach thereof as a third-party beneficiary or otherwise. Florida Blue and the Group hereby specifically express their intent that health care providers that have not entered into contracts with Florida Blue to participate in Florida Blue's provider networks shall not be third-party beneficiaries under this Agreement, including the Evidence of Coverage.

P. Inspection and Audit

You shall permit CMS, The U.S. Department of Health and Human Services, the Comptroller General, or their designees, to inspect, evaluate, and audit any of your books, contracts, medical records, patient care documentation, documents, papers, and other records pertaining to coverage by providing records to Florida Blue, which will submit the records to CMS. This right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law.

Q. Benefit Administrator Guide

We will provide you with a Benefit Administrator Guide, which provides details related to how your plan is administered and your responsibilities as a benefit administrator.

R. Member Communications and Campaigns

We may send CMS required or Florida Blue member communications without your consent. Samples of all required materials are available upon request for informational purposes.

We may also contact Covered Persons by telephone regarding any Florida Blue campaign and any campaign approved by the Florida Office of Insurance Regulation and/or CMS, as applicable. We will notify you of the campaign prior to making contact with members.

S. COBRA

You are solely responsible for determining when individuals are eligible for coverage under a Medicare Plan pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). You will notify us promptly of any COBRA elections. For more information on your COBRA responsibilities refer to the Benefit Administrator Guide.

* * * * * * *

In consideration of the payment of Premiums when due and subject to all of the terms of this Agreement, Blue Cross Blue Shield of Florida, Inc. hereby agrees to provide each enrollee of ***City of Bradenton.*** The benefits of this Agreement as set forth in the Evidence of Coverage beginning on each enrollee's effective date.

The Group has selected the following plan and premium:

Elite Health Elite Rx PPO w/DHV $358.35

The Group's Agreement is effective as of ***10/1/2023***.

IN WITNESS WHEREOF, the parties have executed this Agreement as of dates listed below.

Blue Cross Blue Shield of Florida, Inc. (DBA Florida Blue)	***City of Bradenton #56608***
By: _____	By: _____
(Signature)	(Signature)
Name: Alisha Pieraccini	Name: _____
(Please Print or Type)	(Please Print or Type)
Title: Vice President, Medicare Prod Strat & Devmt	
Date: _____	Date: _____

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-45 - Disposition of Surplus City Owned Real Property Policy & Procedures

SUGGESTED ACTION: Approve and adopt Resolution 23-45

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton currently does not have a policy or procedures on the disposition of City owned real property. It is recommended that a Policy be adopted by City Council setting forth the procedures to be followed to ensure uniformity of process as well as compliance with State Statutes relative to the disposition of surplus properties for affordable housing and City owned property within Community Redevelopment areas.

The proposed policy has been reviewed and approved by the City Administrator and City Attorney.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 23-45.

ATTACHMENTS:

Resolution 23-45

CITY OF BRADENTON

RESOLUTION NUMBER 23-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING A POLICY & PROCEDURES ON THE DISPOSITION OF SURPLUS CITY OWNED REAL PROPERTY; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton owns real property throughout the City. The City acquires parcels of property in a variety of ways including, but not limited to conveyance by Manatee County after a tax lien escheatment, code enforcement lien foreclosure, donation, quit claim deed or a direct purchase of a parcel by the City for public use; and

WHEREAS, the City Council for the City of Bradenton has authority to sell, convey or otherwise dispose of City owned property that is determined to be not needed for municipal purposes and the sale or transfer would be in the best interest of the City; and

WHEREAS, Florida Statute 163.380 governs the disposition of City-owned property in community redevelopment areas; and

WHEREAS, Florida Statute 166.0451 requires all municipalities to prepare an inventory list of all real property within its jurisdiction owned by fee simple title that is suitable for affordable housing; and

WHEREAS, the City Council of the City of Bradenton wishes to establish a Policy in order to memorialize the procedures to be followed when declaring property as surplus and disposing of City owned real property;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby approves and adopts the Disposition of City Owned Real Property Policy & Procedures.
2. Said Policy consists of 7 pages and is attached to and a part of this Resolution.
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace any prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23rd DAY OF AUGUST, 2023.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

DISPOSITION OF SURPLUS CITY OWNED REAL PROPERTY POLICY & PROCEDURES

Approved by City Council – Resolution 23-45 dated August 23, 2023

PURPOSE: The purpose of this policy is to establish procedures and guidelines for the disposition of surplus real property owned by the City, ensure compliance with Florida Statutes, and to further the City's goals and obligations of establishing local initiatives that foster affordable housing development.

OVERVIEW: The City Council for the City of Bradenton has the authority to sell, convey or otherwise dispose of City owned property that it determines is not needed for municipal purposes and that the sale or transfer is in the best interest of the City. Section 163.380, Florida Statutes, governs the disposition of City-owned property located in a community redevelopment area. Furthermore, Section 166.0451, Florida Statutes, requires all municipalities to prepare an inventory list of all real property within its jurisdiction owned by fee simple title that is suitable for affordable housing. This inventory is required to include properties owned by any dependent special district within the City boundaries, such as the Community Redevelopment Agency. The list must then be reviewed by Council at a public hearing and a resolution adopted that includes a list of those properties determined to be suitable for affordable housing. This review, hearing and inventory process must be completed a minimum of every three years.

The Community Redevelopment Agency of the City of Bradenton shall provide for the disposition of CRA-owned properties in accordance with such policies and procedures as may be adopted by the CRA Board.

AUTHORITY & RESPONSIBILITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the disposition of City Owned Property declared as surplus.

DEFINITIONS:

Municipal Purpose: For the purpose of providing facilities or services for the benefit of the public in connection with, but not limited to, public health, safety or welfare.

Disposition: The act of transferring the City's interest in real property, such as by deed or lease.

Fee Simple Title: Title to real property that is simple and absolute.

Surplus: Property which is no longer needed for municipal purposes by the City and the sale or transfer is in the best interest of the City.

Affordable Housing: Pursuant to F.S. 420.0004(3) Affordable Housing means that monthly rents or mortgage payments including, taxes, insurance, and utilities do not exceed 30 percent of that amount which represents the percentage of the median adjusted gross annual income for the households as indicated in subsection (9), subsection (11), subsection (12) or subsection (17).

DISPOSITION OF SURPLUS CITY OWNED REAL PROPERTY POLICY & PROCEDURES

PROCEDURES:

A. Periodic City Owned Real Estate Review

The City of Bradenton acquires parcels of real property in a variety of ways including, but not limited to, conveyance by Manatee County after a tax lien escheatment, code enforcement lien foreclosure, donation, quit claim deed or a direct purchase of a parcel by the City for public use. An inventory of all City owned property is maintained by the City Administration Department.

The City Administration Department will periodically review the inventory to determine which properties are no longer needed or suitable for municipal purposes and can be declared as surplus. The City Administration Department will review the inventory with all departments to ensure that there is no current or potential use of the property for municipal purpose prior to bringing to Council. This review will take place no less than every 3 years, in order to allow for the preparation of the inventory of property that may be appropriate for affordable housing, as required by Section 166.0451, Florida Statutes.

A City owned parcel of real estate may be declared surplus and made available for sale or transfer if:

- The property is not currently in use and is not needed for a municipal purpose;
- The City sees no foreseeable municipal use for the parcel;
- The sale or transfer is in the best interest of the City; or
- Selling or transferring the property would create economic development or affordable housing development opportunities.

B. Declaration as Surplus

If, after review, no City department expresses an interest or need in the proposed property for municipal purpose, the property will be added to a proposed surplus property list. The proposed surplus property list will include the address and legal description of each property and specify whether the parcel is vacant or improved.

The proposed surplus property list will be brought before City Council by the City Administration Department for review at a public hearing. At the public hearing, the City Administration Department will provide information on each parcel necessary for City Council to make an informed decision. City Council will review all of the properties and determine which may be declared surplus. The determination will also include the determination as to whether or not a property is suitable for affordable housing and is to be declared as such pursuant to Section 166.0451, Florida Statutes. After the hearing, City Council shall adopt a resolution that includes an approved inventory list of all property declared surplus, and setting forth

which properties are determined to be suitable for affordable housing. The Declaration of City owned real property as surplus is a discretionary act of City Council and is not subject to appeal.

A current inventory list of surplus property available for sale shall be maintained on the City's website in the Housing & Community Development section. The webpage will also include required forms and procedures for those interested in obtaining a listed parcel, either through purchase or donation.

Disposition of Surplus Property

After determination by City Council that a parcel is no longer needed for a municipal purpose, that the sale or transfer is in the best interest of the City, and can be declared as surplus, the City Administration Department may offer the property for sale. The City Council may utilize the services of an appraiser in determining the value of the property and shall instruct the City Administrator whether or not to obtain an appraisal at the time the surplus property list is adopted by resolution, or at any other time that it is deemed in the best interests of the City to dispose of a parcel of land. City Council will in no way be limited to the value shown in an appraisal, nor required to accept an offer that matches the appraised value. If City Council determines an appraisal is not required, it shall authorize the City Administrator to use other available valuation information in setting a minimum acceptable sale price, such as just market value estimated by the Manatee County Property Appraiser.

Notice of the City's intent to sell surplus property and to seek requests for proposals shall be advertised in a local newspaper of general circulation once a week for two consecutive weeks at least thirty (30) days prior to any sale of the property. The City may also advertise using other platforms. Said property may be described by legal description or street address or a combination of both as determined to best inform the public on the location of the property. The notice shall state that proposals must be made by those interested the timeframe established in the notice and that further information as is available may be obtained at an office designated in the Notice. All notices of intent to sell or otherwise dispose of surplus lands **must** provide that the City may reject any and all bids at any time, for any reason, prior to acceptance of an offer if deemed to be in the best interests of the City. No contract for sale shall be executed within 30 days after such notice.

Any interested person or potential purchaser shall have the right to make an offer to purchase said property in response to said Notice, which shall be in the form of a sealed bid to be opened by the City Administrator, Purchasing Manager or designee, after the bid submission deadline set forth in the Notice has passed. City Council may then select the offer which it finds is in the best interests of the City, or may reject all offers.

DISPOSITION OF SURPLUS CITY OWNED REAL PROPERTY POLICY & PROCEDURES

Requests for proposals are evaluated by the City of Bradenton. The typical evaluation criteria includes, but is not limited to:

- Development Plan
- Project Timeline
- Proof of Financial Capacity/Ability to complete project
- Developer Experience
- Neighborhood compatibility
- Compatibility with the City of Bradenton Comprehensive Plan

In addition to advertisement in the newspaper, the intent to sell surplus property will also be listed on the City's website in the Housing & Community Development section, and notices will be mailed to those listed on the surplus lands mailing list maintained by that Department, if any. This is a courtesy notice only and failure to send notice will not constitute a defect in the sale procedure. Any person may request to be placed on the surplus lands mailing list at any time by contacting the Housing & Community Development Department. The City may also notice the intent to sell by posting a sign at the property that includes a contact number to direct any inquiries.

Where a property is deemed to have little or no value to an individual other than an adjoining property owner, or a transfer of the City's interest in a property is merely for the purpose of clearing a title issue, Council may waive the notice provisions contained herein by a majority vote.

Any parcel that is not of sufficient size for development may be offered for sale by the City Administrator to an adjacent landowner. The notice to adjacent landowner will include the forms and procedures to follow in submitting an offer to purchase.

City Council has the sole discretion to determine the method to be used in disposing of a surplus property, which decision is not subject to appeal.

In any surplus land donation, the City may include a requirement that the land revert back to the donor should the terms of the donation agreement not be met, as well as a requirement that construction and occupancy must occur within a specified time, usually 18 to 24 months.

If advertising a property for sale as set forth above does not result in an offer deemed acceptable by City Council, the City Administrator is authorized to sell or dispose of the property by any method allowed by law, including listing with a realtor, advertisement, auction or direct negotiation. The City will maintain the list of surplus properties on the Housing & Community Development page of its website at all times and interested parties may submit proposals at any time on any parcel listed thereon.

DISPOSITION OF SURPLUS CITY OWNED REAL PROPERTY POLICY & PROCEDURES

Prior to execution of a Purchase and Sales Contract, the City Administrator shall obtain approval of City Council to proceed with disposal of a property pursuant to the terms of an offer received. The Purchase and Sales Agreement must address the form of the legal documents, including any deed restrictions, reversions, etc. The City Attorney shall review and approve all documents associated with any conveyance including the Purchase and Sales Contract, deed and closing documents.

Purchase and Sales Contracts shall, at a minimum, contain the following terms:

- Sales price
- Buyer to pay all closing costs associated with purchase
- Property is sold "as is"
- Form of Deed – Generally a Quit Claim or Special Warranty Deed
- Any restrictions or reversion terms

For more complex transactions, additional legal documentation may be required, including, but not limited to, Master Development Agreements and Restrictive Covenants.

Section 270.11, Florida Statutes, automatically acts to reserve unto the City a three-fourths interest in all of the phosphates, minerals and metals and an undivided one-half interest in the petroleum on land that is conveyed by the City. The Statute allows the City, at its discretion, to release this reserved interest in a parcel of land upon petition of the purchaser/property owner, which petition shall contain a statement of reasons justifying such release. The City will consider release of such interests in accordance with the requirements of Section 270.11, Florida Statutes, upon petition of a purchaser/property owner. The deeds of conveyance for any parcel where the City has agreed to release the reserved interest shall contain a statement to that effect.

City Council shall have the right, at any time prior to acceptance of an offer to purchase and delivery of the instrument of conveyance, to establish any deed restrictions it deems necessary or appropriate. The deed of conveyance shall contain a reversion clause which enables the City to reclaim ownership of the property, if it is not developed in conformance with the terms of the Purchase & Sales Contract or is not developed within the specified timeframe.

1. Disposition of Surplus Property Designated as Suitable for Affordable Housing

Property that is identified by City Council in a resolution as suitable for affordable housing may be disposed of in one of the following ways:

- The property may be used for affordable housing through a long term land lease requiring the development and maintenance of affordable housing
- The property may be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing; or
- The property sold with a restriction that requires the development of the property as permanent affordable housing; or
- The property donated to a nonprofit housing organization for the construction of permanent affordable housing; or
- The City or Community Redevelopment Agency may otherwise make the property available for use for the production and preservation of permanent affordable housing.

Any proposals received for the purchase or donation of surplus property designated suitable for affordable housing will be reviewed by the Affordable Housing Advisory Committee before being submitted to City Council for approval to ensure maximum transparency. Proceeds from the sale of surplus land designated as suitable for affordable housing must be deposited in the Affordable Housing Fund.

Monies deposited into the Affordable Housing Fund may only be used to expand the production of or for the preservation of permanent affordable housing upon approval by City Council.

Purchase and Sales Contracts for property designated as suitable for affordable housing shall, at a minimum, contain the following terms:

- Sales price;
- Buyer to pay all closing costs associated with purchase;
- Property is sold “as is;”
- Form of Deed – Generally, Quit Claim or Special Warranty Deed;
- Any restrictions or reversion terms;
- Requirement that property be used for affordable housing and the length of time this requirement must remain;
- Affordable housing units must be constructed and sold to those who meet income eligibility requirements within 18 months from the date of the transfer, unless extended in writing by the City Administrator.

For more complex transactions, additional legal documentation may be required, including, but not limited to, Master Development Agreements and Restrictive Covenants.

2. Disposition of City-owned Property in a Community Redevelopment Area

If property declared as surplus by the City is in a community redevelopment area , the City must abide by the terms of Section 163.380, Florida Statutes, as follows:

- Any purchaser of the property shall be obligated to devote such property only to the uses specified in the community redevelopment plan and may be obligated to comply with such other requirements as the City may determine to be in the public interest;
- The property shall be sold or transferred at a value determined to be in the public interest for uses in accordance with the community redevelopment plan and in accordance with the disposal procedures outlined in this Policy;
- In determining the value of the property as being in the public interest for uses in accordance with the community redevelopment plan, the City shall take into account and give consideration to the long-term benefits to be achieved by the City resulting from incurring short-term losses or costs in the disposal of such real property; the uses provided in such plan; the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser; and the objectives of such plan for the prevention of the recurrence of slum or blighted areas;
- In the event the value of such real property being disposed of is for less than fair value, such disposition shall require the approval of the Council, which approval may only be given following a duly noticed public hearing;
- The City shall consider all rehabilitation or redevelopment proposals and the financial and legal ability of the persons making such proposals to carry them out;
- The City may negotiate with any persons for proposals for the purchase of property;
- The City may accept such proposal as it deems to be in the public interest and in furtherance of the purposes of Section 163.380, Florida Statutes;
- The City may then execute a contract and deliver deeds and other instruments necessary to effectuate the contract.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: De Soto Cornhole Tournament

SUGGESTED ACTION: Approval with stipulations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a cornhole tournament expecting around 200 participants to be held at the Riverwalk Pavilion area on December 9, 2023. There will be food and alcoholic beverages to be sold to participants.

Event Sponsor: Hernando de Soto Historical Society

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve De Soto Cornhole Tournament with the following stipulations: Compliance of all COB Special Event Standards, 2 BPD Extra Duty Officers onsite, extra port-o-lets (including ADA compliant) and 1 COB Sanitation worker onsite.

ATTACHMENTS:
De Soto Cornhole Tournament Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando de Soto Historical Society Date of Application: 8/1/23

Contact Name: Gus Sokos Contact Phone 1: 941-747-1998

Contact Email: Gus@Desotohq.com Contact Phone 2: 941-920-4046

Address: 605 17th Ave West

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: 2023 CORNHOLE Event Date: 12/9/23

Purpose of Event: Fundraiser

Description of Event: Cornhole tournament with

Event Location: Riverwalk

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	12/9/23	SATURDAY	8AM	10AM	
Event Day 1	12/9/23	SATURDAY	10 AM	5 PM	200
Event Day 2					
Event Day 3					
Break Down	12/9/23	SATURDAY	5 PM	8 PM	

Number of years event has been held: 4 Past Attendance: 200

(03/2022)

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	10-20 Vendors	Perimeter of Lawn
10 x 10	2-4 Food/Drink	Parking lot circle

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: Basic 110 v

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? ON SITE FOOD TRUCKS

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.

Audio / Visual Sound system

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.

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, Gus Sokos, applicant/event organizer for HDHS (event), scheduled for (date&hours), 12-9-23, from 8 AM to 8PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society

Organization

Gus D Sokos Executive Director

Typed or Printed Name and Title

8/1/23

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.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society

Organization

Gus D Sokos / ED, COO

Typed or Printed Name and Title

8/1/23

Date

(03/2022)

Red – Food & Drink area
Green – Game area
Yellow – Possible artisanal vendors
Blue - Restrooms Trailer



AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Humane Society's Paws in Motion

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is the annual fundraiser benefiting the Humane Society of Manatee County's shelter pets. They will be hosting a walk-a-thon and special activities at the Riverwalk Pavilion area on March 16, 2024. They are expecting around 200 participants with their pets.

Event Sponsor: Humane Society of Manatee County

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Humane Society's Paws in Motion with the following stipulations:
Compliance with all COB Special Event Standards, 2 BPD Extra Duty Officers onsite and extra port-o-lets (including ADA compliant.)

ATTACHMENTS:

Paws in Motion Application and Site Plans

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Humane Society of Manatee County

Date of Application: 7/19/2023

Contact Name: Samantha Harris

Contact Phone 1: 941-747-8808 x315

Contact Email: events@humanemanatee.org

Contact Phone 2: 941-757-7741

Address: 2515 14th Street West

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Paws in Motion Walk-a-thon & Festival

Event Date: 03/16/2024

Purpose of Event: Fundraiser benefiting HSMC shelter pets

Description of Event: Morning 1-mile walk w/the public's dogs. Vendors/activities After

Event Location: Rossi Park

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): grass area near Splash park	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	03/16/24	Saturday	5:00am	8:00am	30
Event Day 1	03/16/24	Saturday	8:00am	12:00pm	200
Event Day 2					
Event Day 3					
Break Down	03/16/24	Saturday	12:00pm	2:00pm	30

Number of years event has been held: 17

Past Attendance: 200-300

(03/2022)

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'	50	Vendor Village/check-in

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: Outlets

Will a generator be used? (Yes) No Size of generator: 2000 Watt

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? Preprepared

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.

We will have a DJ with speakers & a microphone

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.

We will have a lure course for dogs to run. Will use generator to power.

(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, Samantha Harris, applicant/event organizer for Paws in Motion (event), scheduled for (date&hours), 03/16/2024, from 8:00am to 12:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Samantha Harris
Signature of Applicant/Event Organizer

Humane Society of Manatee County
Organization

Samantha Harris, Events Coordinator
Typed or Printed Name and Title

7/19/2023
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.

Samantha Harris
Signature of Applicant/Event Organizer

Humane Society of Manatee County
Organization

Samantha Harris, Events Coordinator
Typed or Printed Name and Title

7/19/2023
Date

(03/2022)


Walk Start & End
River Walk Water P
erwalk Splash Park
Vendors
Vendors Kids Zone
Check in
First Aid
DJ
Raffles
Bradenton Glass
Clear Kayak Tou
Live Course
1 10'x10' tent
Vendors with 10'x10' tents
Vendors with 10'x10' tents
Restrooms
Temporarily closed
FOOD (3) TRUCKS


START/
FINISH
LINE
Manatee River
GREEN Bridge
US 41 N
walk start/end
turn at Regatta Plaza
N
W
E
S
0 150 300 450
Yards
WATERFRONT DR
RIVERFRONT BLVD
US 41 SB TO RIVERFRONT BLVD
US 41 NB TO WATERFRONT DR
BARCARROTA BLVD
MEMORIAL PIER
City Hall
1ST AVE W
1ST AVE DR W
2ND AVE W
3RD AVE W
4TH AVE W
4TH AVE DR W
15TH ST CT W
15TH ST W
13TH ST W
12TH ST W
14TH ST W
BUSINESS 41
64
MANATEE AVE W
City of Bradenton
Special Event
Approved Race Route
7TH AVE W
BALLARD PAR
9TH AVE W
16TH ST W
14TH ST CT W
10TH AVE DR W
10TH AVE W
1ST ST E
2ND ST E
3RD ST W
2ND ST W
1ST ST W
301
41
Manatee Memorial Hospital
VERSIDE DR E
1ST AVE
2ND AVE E
3RD AVE E
4TH AV
6TH ST NE
4TH ST E
MANATEE AVE E
5TH AVE DR E
6TH AVE E
8TH AVE
8TH AVE DR
10TH AVE E
bradenton

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Dias De Los Muerlas (Day of the Dead)

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a two-day festival to be held November3-4, 2023 in the Village of the Arts area. The festival centers and celebrates the "Day of the Dead." They are requesting street closures. The festival has an expectation of 100-150 attendees.

Event Sponsor: Artists Guild of Manatee

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Dias De Los Muerlas (Day of the Dead) with the following stipulations: Compliance of all COB Special Event Standards, 2 BPD Extra Duty Officers (Friday) and 1 BPD Extra Duty Officer (Saturday), 1 COB Sanitation Worker each event day and extra port-o-lets (including ADA compliant.)

ATTACHMENTS:
Dias De Los Muerlas (Day of the Dead) Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Artists Guild of Manatee
Date of Application: May 8 2023
Contact Name: Dani Shpiat
Contact Phone 1: 941-448-8757
Contact Email: Somacreek@gmail.com
Contact Phone 2: 941-545-9906
Address: 1213 13th ave W
City: Bradenton
State: FL
Zip: 34205

Event Information

Name of Event: Dias De Los Muertos
Event Date: 11/3/23 - 11/4/23
Purpose of Event: Festival centered around Day of The Dead
Description of Event: Art
Event Location: Village of the Arts

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): Village of the Arts	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	November 3	Friday	6pm	9:30pm	100
Event Day 2	November 4	Saturday	11am	6pm	150
Event Day 3					
Break Down					

Number of years event has been held: 15
Past Attendance: 100

(03/2022)

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

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.

Friday DJ Saturday night performances by Navajo Students Schools

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, David Shiplett, applicant/event organizer for Vota (event), scheduled for (date&hours), 11/3/23 6-10:30, from 11/04/23 to 11-6pm hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Vota Artist Guild of Manatee

Organization

David Shiplett Chair

Typed or Printed Name and Title

May 8 2023

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.

Signature of Applicant/Event Organizer

Vota Artist Guild of Manatee

Organization

David Shiplett

Typed or Printed Name and Title

May 8 2023

Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: David Shiplett

Name of Organization: Artists Guild of Manatee

Street Address: 1213 13th Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-545-9966 Email: somacreek@gmail.com

Name of Event: Dias De Los Muertos

Start Date: 11/03/23 End Date: 11/04/23 Start Time: 6:00pm End Time: 9:30

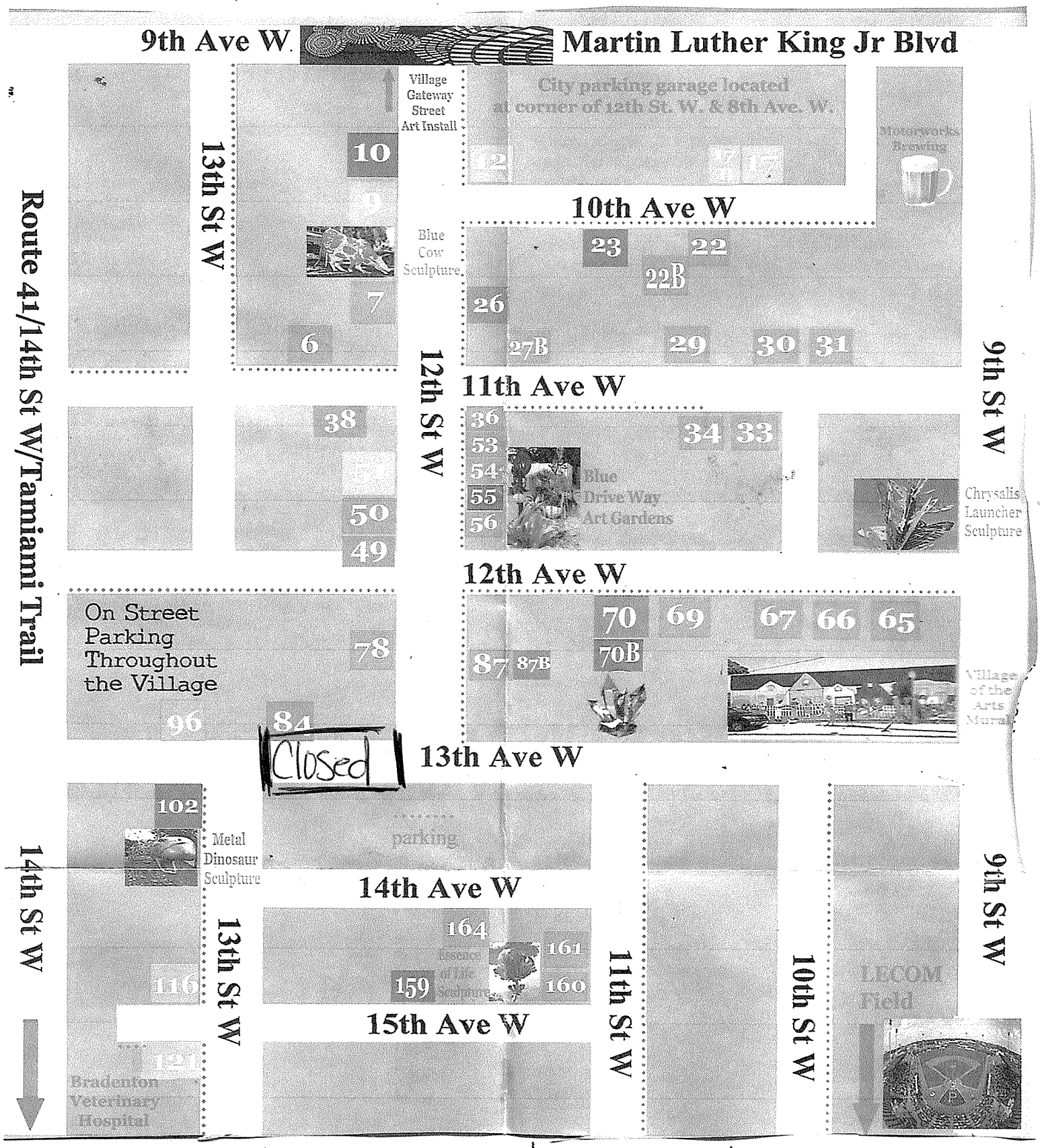
Proposed roads to close (specific locations, include map):
13th ave W between 13th St and 12 stave W
Fri- ~~10pm~~ ~~10:30~~ pm Sat 11am-6pm

Proposed detour route (include alternative road and map):

Additional notes and comments:

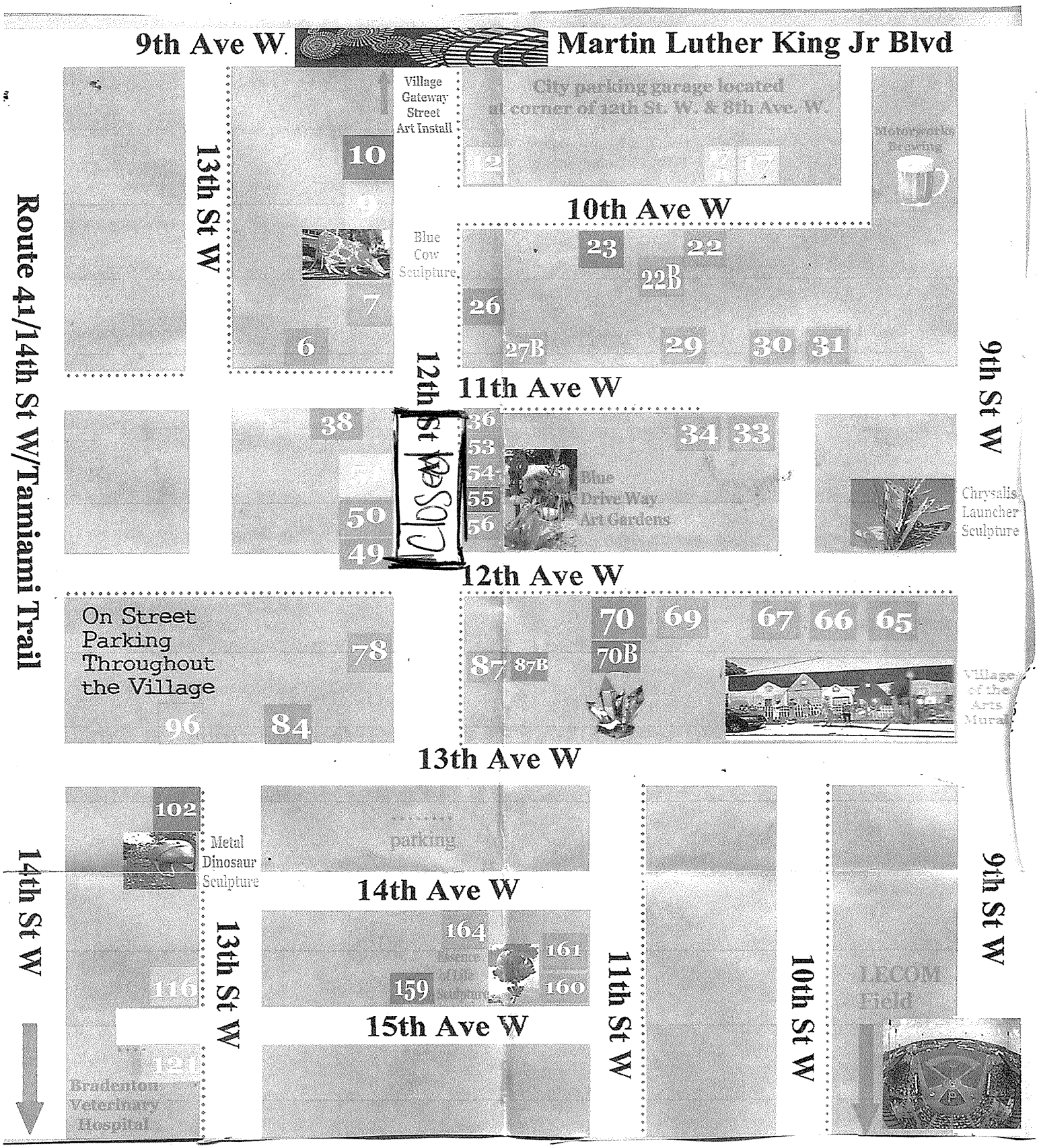
(03/2022)

NOV. 3 2023 4:30pm-10pm Closed



Dias de los Muertos road closure

Nov. 4 2023 11am-6pm
Closed



Closed

dias de los Muertos road Closures

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: The Bash at the Bishop

SUGGESTED ACTION: Approval with stipulations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Bishop Museum has requested an area of 10th Street West to be closed during their annual gala event to be held on 11/4/23. All activities will be held on Bishop property and this request is for street closure only.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve The Bash at the Bishop with the following stipulations: Compliance with all COB Special Event Standards and 2 BPD Extra Duty Officers to man the barricades.

ATTACHMENTS:
The Bash at the Bishop Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: The Bishop Museum Date of Application: 7/12/23

Contact Name: Primary: Mark Schroeppel Contact Phone 1: 941 724 6981
Secondary: Bonnie Goodman 941-216-3463

Contact Email: mschroeppel@bishopscience.org Contact Phone 2: _____
bgoodman@bishopscience.org

Address: 201 10 St W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: The Bash at the Bishop Event Date: Nov 4th 202

Purpose of Event: Annual Fundraiser

Description of Event: Dinner, Music, Dancing

Event Location: The Bishop Museum Bradenton FL

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

N/A

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup					
Event Day 1	Road Closure Only				
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 40 Past Attendance: 300

(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. See last page

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.

(03/2022)

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

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 on Bishop property

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? On Museum Campus PLAZA

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.

Band on Bishop property

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)

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, Bonnie Goodman, applicant/event organizer for THE BASH (event), scheduled for (date&hours), 11/4/23, from 6 to 10, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Organization

Bonnie Goodman

Typed or Printed Name and Title

7/11/23

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.

Signature of Applicant/Event Organizer

THE BISHOP MUSEUM

Organization

Bonnie E. Goodman

Typed or Printed Name and Title

Development Mgr.

7/11/23

Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: MARK SCHROEPPEL

Name of Organization: BISHOP MUSEUM OF SCIENCE & NATURE

Street Address: 201 - 10TH ST. W.

City: BRADENTON State: FL Zip: 34205

Telephone: 941/746-4131 Email: MS

Name of Event: THE BISHOP BASH / CoACA

Start Date: 11/4/23 End Date: 11/4/23 Start Time: 3PM End Time: 11.30PM

Proposed roads to close (specific locations, include map):

10TH STREET Block in FRONT OF Museum ENTRANCE and Down to Corner of ~~Blue~~ 1ST Ave. (See Map)

Proposed detour route (include alternative road and map):

See Map

Additional notes and comments: THANK you!

(03/2022)


Twin Dolphin Marina
1st Ave W
10th St W
12th St W
Bradenton Police Department
222 10th St W, Bradenton, FL 34205, United States
Millie's Sweets and Treats
Orange Blossom Coffee
3rd Ave W

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2023 Suncoast Heart Walk

SUGGESTED ACTION: Approval with stipulations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This heart walk will bring awareness and help raise funds for heart health. This is their premiere event and have an expectation of 500 people participating in the event at the Riverwalk and Riverwalk Pavilion on November 18, 2023.

Event Sponsor: American Heart Association

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve 2023 Suncoast Heart Walk with the following stipulations: Compliance with all COB Special Event Standards, 7 BPD Extra Duty Officers onsite and 1 BPD Extra Duty Supervisor onsite to be stationed along the walk route, 1 COB Sanitation Worker onsite and extra port-o-lets (including ADA compliant) onsite.

ATTACHMENTS:

Suncoast Heart Walk Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: American Heart Association Date of Application: 6/23/23

Contact Name: Kayla Smith Contact Phone 1: 904-328-9660

Contact Email: kayla.h.smith@heart.org Contact Phone 2: _____

Address: 339 Raleigh Place

City: Oviedo State: FL Zip: 32765

Event Information

Name of Event: 2023 Suncoast Heart Walk Event Date: 11/18/23

Purpose of Event: Raise funds and awareness of Heart Health and preventative care

Description of Event: The Heart Walk is the American Heart Association's premiere event for raising funds to save lives from USA's #1 and #5 killers- Heart Disease and Stroke.

Event Location: Pavilion Area for pre-walk event space/ Riverwalk for walk

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	11/17/23	Friday	3pm	6pm	5
Event Day 1	11/18/23	Saturday	6am	1pm	500
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: _____ 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
10x10	7	Pavilion Area

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.

We will have a DJ with standard speakers

_____

_____

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.

_____

_____

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, Christin Leboeuf, applicant/event organizer for 2023Suncoast Heart Walk (event), scheduled for (date&hours), 11/18/23, from 6am to 1pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

E-SIGNED by Christin LeBoeuf on 2023-07-12 14:54:00 CDT

Signature of Applicant/Event Organizer | Organization

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.

E-SIGNED by Christin LeBoeuf on 2023-07-12 14:54:03 CDT

Signature of Applicant/Event Organizer | Organization

Typed or Printed Name and Title | Date

APPROVED AS TO FORM Date: 7-10-2023 By: JZK AHA LEGAL DEPT

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

Start Date: _____ End Date: _____ Start Time: _____ End Time:_____

Proposed roads to close (specific locations, include map):

Proposed detour route (include alternative road and map):

Additional notes and comments:


START/
FINISH
LINE
Manatee River
GREEN Bridge
US 41 N
WATERFRONT DR
WATERFRONT BLVD
Pre-Event Area
Start and Stop Line
BARCARROTA BLVD
MEMORIAL PIER
1ST AVE W
1ST AVE DR W
2ND AVE W
City Hall
3RD AVE W
4TH AVE W
4TH AVE DR W
15TH ST W
14TH ST W
13TH ST W
12TH ST W
MANATEE AVE W
3RD ST W
2ND ST W
1ST ST W
1ST ST E
2ND ST E
3RD AVE E
4TH AVE E
MANATEE AVE E
5TH AVE DR E
6TH AVE E
6TH ST NE
7TH ST E
8TH ST E
Manatee Memorial Hospital
7TH AVE W
9TH AVE W
10TH AVE W
10TH AVE DR W
10TH AVE E
16TH ST W
4TH ST W
BALLARD PAR
8TH AVE
8TH AVE DR
41
64
301
150
300
450
Yards
N
S
E
W
bradenton
City of Bradenton
Special Event
Approved Race Route

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: MCR's Health & Nutrition Expo 2023

SUGGESTED ACTION: Approval with stipulations.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
MCR Health wishes to have a free community health fair offering health services and community resources. They expect to have approximately 300 attendees at Riverwalk Pavilion area on November 11, 2023.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve MCR's Health & Nutrition Expo with the following stipulations: Compliance with all COB Special Event Standards, 2 BPD Extra Duty Officers onsite and extra port-o-lets (including ADA compliant) onsite.

ATTACHMENTS:
MCR's Health & Nutrition Expo Application and Site Plan

bradenton

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: MCR Health

Date of Application: 9/28/23

Contact Name: Esperanza Gamboa, Director O&E

Contact Phone 1: 941-875-6844

Contact Email: Egamboa@mcr.health

Contact Phone 2: 941-737-8458

Address: 101 Riverfront Blvd Suite 100

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: MCR's Health & Nutrition Expo 2023

Event Date: 11/11/23

Purpose of Event: Community Health Fair

Description of Event: Free health services and community resources

Event Location: Riverwalk's Rossi Park, 452 3rd Ave W, Bradenton, FL 34205

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): Riverwalk's Rossi Park	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	11/10/23	Friday	9:00am	3:00pm	15
Event Day 1	11/11/23	Saturday	10:00am	2:00pm	300
Event Day 2					
Event Day 3					
Break Down	11/11/23	Saturday	2:00pm	4:00pm	15

Number of years event has been held: 2

Past Attendance: 150

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	40	Rossi Park

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? Prepackaged food (Publix)

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.

The event will feature a DJ, live music, and children's entertainment. There will be appropriate equipmet.

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.

N/A

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, Dr. Melvin Price, applicant/event organizer for MCR Health Fair (event), scheduled for (date&hours), November 11 ,2023 , from _____ 10:00am to 2:00pm agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Behalf of CEO

Signature of Applicant/Event Organizer

MCR Health

Organization

Tybatha Ball COO

Dr. Melvin Price, President/CEO MCR Health

Typed or Printed Name and Title

7/10/2023

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.

Signature of Applicant/Event Organizer

MCR Health

Organization

Dr. Melvin Price, President/CEO MCR Health

Typed or Printed Name and Title

7/10/2023

Date

(03/2022)

3rd Ave W.
3rd Ave W
Sidewalk
Sidewalk
Parking Entrance
Ingress
Egress
8'1"
Watermark Apts
A
MCR Vision, Medical and Dental Express mobile units
Food Trucks 1 & 2
B
C
Emergency Vehicle Access
trash
D
E
F
Storage
Sound
STAGE
Sound
Public Bathrooms
concession stand
G
FOOD
Playground
splash Pad
Playground
Parking
Please park vehicles at the River Dance Parking Garage; 714 3rd St. W., B'ton.
Bradenton Skate Park: 100 Riverfront Blvd., B'ton.
or around Manatee Performing Arts Center. , B'ton.
Rossi Park-
Bradenton Waterfront
Pavilion
S
W
N

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-61 - Affordable Housing Advisory Committee Reappointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Resolution reappointing Dominique Brown to the Affordable Housing Advisory Committee and setting her term.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 23-61.

ATTACHMENTS:
Resolution 23-61

RESOLUTION NUMBER 23-61

A RESOLUTION REAPPOINTING **DOMINIQUE BROWN** TO THE **AFFORDABLE HOUSING ADVISORY COMMITTEE** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER TERM.

WHEREAS, the City is desirous of appointing outstanding members of the community to this board.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

The Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

Dominique Brown for a term to expire August 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 23rd day of August, 2023.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

Dominique S. Brown

941-251-6024
DSBrownEsq@gmail.com
3645 Cortez Road West, Suite 110, Bradenton, FL 34210
www.linkedin.com/in/dsmincey

BAR ADMISSION

State:
Florida #1015362
North Carolina #51649
Washington D.C. #263185

Federal:
Middle District of Florida
Southern District of Florida

Professional Accomplishments

The Florida Bar Wm. Reece Smith, Jr. Leadership Academy - Fellow, Class X

EDUCATION

Nova Southeastern University, Fort Lauderdale, FL
Doctor of Philosophy - Criminal Justice, August 2018 - April 2019

North Carolina Central University School of Law, Durham, NC
Juris Doctor, May 2016

Florida Agricultural & Mechanical University, Tallahassee, FL
Master's of Applied Social Science - Criminal Justice, August 2012
Bachelor of Criminal Justice, August 2011

LEGAL EXPERIENCE

The Dream Law Firm, PLLC, Bradenton, FL April 2019 - Present
Attorney/Owner. Personal Injury law firm.

Porges, Hamlin, Knowles & Hawk, P.A., Bradenton, FL September 2018 - January 2019
Law Clerk. Areas of practice include: Property Law and Civil Law. Assisted attorneys with legal research. Utilizes Westlaw to perform searches for case law, state law, federal law, and local ordinances as applicable. Wrote legal memoranda with detailed findings.

Cumberland County District Attorney's Office, Fayetteville, NC, April 2017 - September 2018
Assistant District Attorney. Worked with a team of attorneys to represent the state of NC's interests in misdemeanor criminal and traffic court matters. Working knowledge of juvenile (delinquent) court proceedings and district court probation hearings. Communicated with defense attorneys, unrepresented defendants, victims, witnesses, and law enforcement officers. Prepared and performed misdemeanor criminal and traffic offense cases for trials, plea agreements, and bond hearings. Screened misdemeanor criminal cases using logic and reasoning to identify the strengths and weaknesses of case facts. Utilized and evaluated electronic legal research, as well as other traditional research tools.

Criminal Trial/Plea Experience:

Driving While Impaired
Larceny/Shoplifting
Misdemeanor Child Abuse
Communicating Threats
Simple Assault
Resist, Delay, or Obstruct Law Enforcement
Trespass
Speeding
Driving while license suspended/revoked
Possession of Drug Paraphernalia
Solicitation of Prostitution
Performing Massage w/o License

Cumberland County District Attorney's Office, Fayetteville, NC
March - April 2017
August - September 2016
Legal Volunteer. Screened incoming cases using logic and reasoning to identify the strengths and weaknesses of case facts; researched and identified precedence in case law; utilized and evaluated electronic legal research and other research tools; prepared cases for trial; wrote and filed any appropriate motions; organized work; set priorities; met critical deadlines; followed up on assignments; and met with victims of crime

Durham County District Attorney's Office, Durham, NC, August - December 2015
Legal Intern. Established and maintained cooperative working relationships with attorneys, law enforcement agencies, and other participants in the criminal justice process. Prepared traffic court and district court cases for trials; performed trials in traffic court and district court under the supervision of assistant district attorneys. Screened incoming cases using logic and reasoning to identify the strengths and weaknesses of case facts. Utilized and evaluated electronic legal research and other research tools.

Domestic Violence Clinic, NC Central School of Law, Durham, NC, August - December 2015
Student Attorney. Provided in court representation to clients who sought Domestic Violence Protective Orders. Conducted client interviews and created files in preparation of upcoming hearings. Ensured that all required court forms, interoffice forms, and interagency forms were filled out correctly and disseminated appropriately.

Elna B. Spaulding Conflict Resolution Center, Durham, NC, June - August 2015
Legal Research Intern. Conducted legal research for mediators to reestablish statewide certification standards for the Mediation Network of North Carolina. Proofread and updated documents for statutory compliance. Coordinated with several government and private agencies to further efforts of the Worthless Checks Program.

Alamance County District Attorney's Office, Graham, NC, May - August 2014
Legal Intern. Assisted attorneys with legal research. Interviewed law enforcement officials, defendants, victims, and witnesses to assess cases for plea deals or prepare for trials. Retrieved and filed documents with the Clerk of Court.

Florida's 2nd Circuit Public Defender's Office - Capital Crimes Division, Tallahassee, FL, January - July 2012
Investigator Intern.

EXPERIENCE

DSB Dream Properties, LLC, Palmetto, FL, March 2021 - Pres
Real Estate Agent

Dream, Succeed, Become LLC, Palmetto, FL, March 2019 - Pres
Owner
Provides services such as: life coaching, writing, career counseling, budgeting, and more. Classes are designed for adults and teenagers.

Serco, Inc., Schweinfurt, Germany, October 2012- May 2013
Army Career & Alumni Program Counselor. Provided services to transitioning military personnel, Army civilians, and their family members. Provided individual counseling sessions and job assistance such as resume critiques and mock interviews. Taught five or more courses a month with 20 - 50 people in attendance.

U.S. Air Force Reserve, Various Locations, July 2006 - September 2014
(U.S. Air Force Active Duty, 2002 - 2005)
Command Post Controller. Provided training to Command Post Airmen in accordance with USAF directives, instructions, and operating manuals. Maintained 100% records accountability of customer interactions and transactions, recorded details of inquiries, complaints, comments, and actions taken. Frequently relayed information to the highest ranking commander of the installation.

Associations

Florida Justice Association (2022 - Pres)
Florida Association of Criminal Defense Lawyers (2019 - Pres)
Zeta Phi Beta Sorority, Inc. - Gamma Rho Zeta Chapter (2012 - Pres)
Manatee Young Professionals, (2018 - 2019)
Florida Association of Women Lawyers (Manatee Chapter), (2019 - Pres)
Memphis Washington Park Neighborhood Association, Secretary, 2019 - 2020)

Volunteer Work

Habitat For Humanity - Board Member (2022 - Pres)
Project 180 - Board Member (2020 - 2021)

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Phillip Waller, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expenditure Request

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is requesting the transfer of $2,000 from the forfeiture funds to Community Funds. The Community Funds are used for community outreach programs and assist the community where the department sees need.

FINANCIAL IMPACT:
$2,000 transferred from forfeiture to Community Fund

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Forfeiture Funds expenditure request.

ATTACHMENTS:
Forfeiture Funds Expenditure Request Memorandum

Bradenton Police Department
Inter-office Memorandum

DATE: July 27, 2023

TO: Melanie Bevan, Ed. D.
Chief of Police

FROM: Phillip E. Waller
Captain, Administrative Services

SUBJECT: Forfeiture Funds Expenditure Request

This request is for the expenditure of Forfeiture Funds in the amount of $2,000. These funds will be used to enhance our community partnership programs, outreach programs, events and community support initiatives. These funds will be utilized over the course of the next several months for various events and/or when the department identifies unmet needs of our stakeholders. With these funds readily available, the Bradenton Police Department will be in a better position to offer assistance through the use of these funds.

It is our goal to use these funds in a manner that will support programs and needs of our residents that will build partnerships, support youth programs and/or provide assistance to those residents with unmet needs. This outreach program supports our commitment to community policing and engagement which are core values of the Bradenton Police Department. These funds will provide the necessary financial support to foster closer ties with our stakeholders.

APPROVED	DISAPPROVED	ACK	DATE	NAME	TITLE
( )	( )	(✓)	8/2/2023	Paul Dr...	Legal Advisor
(✓)	( )	( )	8/7/23		
( )	( )	( )			
( )	( )	( )			
( )	( )	( )			

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Request

SUGGESTED ACTION: Approval of Forfeiture Funds Request

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department's 6th Annual Florida Contraband Forfeiture Grant Program is an example of our commitment to community policing and engagement. Our agency must donate at least 25% of forfeiture funds received annually to community organizations and programs engaged in projects that seek to improve neighborhood safety, promote crime prevention, drug prevention, drug education, drug treatment services, or school resource officer programs. The $15,300 awarded through these grants, in addition to funds already expended with your approval, far exceed the minimum annual requirement. Each organization selected provides services within the City of Bradenton and will directly impact our residents.

Selected recipients of the Bradenton Police Department's 6th Annual Florida Contraband Forfeiture Grant Program are:

- Boys & Girls Club of Manatee County, Inc.
- Bradenton Gladiators Football, Inc.
- Bradenton Police Department Explorer Post #1004
- Drug Free Manatee
- Humane Society of Manatee County
- Making an Impact, Inc.

- Manatee County Girls Club, Inc. dba Just for Girls
- New Manatee Broncos
- Pace Center for Girls
- Replay Outreach, Inc.
- United Community Centers, Inc./13th Avenue Dream Center

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Forfeiture Funds Request.

ATTACHMENTS:

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement for Outreach Case Manager Position with the Homeless Outreach Program Between Manatee County and the City of Bradenton

SUGGESTED ACTION: Approval of Agreement

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Agreement between Manatee County and the City of Bradenton to provide a dedicated Outreach Case Manager (City's Case Manager) to administer the Homeless Outreach Program within the boundaries of the City of Bradenton. At least 50% of Case Manager's efforts will be within the three CRA areas.

FINANCIAL IMPACT:
$52,129 ($52,129 to come from CRA)

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Scott Rudacille and Paul Driscoll.

SUGGESTED MOTION:
Motion to approve Interlocal Agreement for Outreach Case Manager Position with the Homeless Outreach Program Between Manatee County and the City of Bradenton.

ATTACHMENTS:
Interlocal Agreement with Manatee County for Outreach Case Manager

INTERLOCAL AGREEMENT FOR OUTREACH CASE MANAGER POSITION WITH THE HOMELESS OUTREACH PROGRAM BETWEEN MANATEE COUNTY AND THE CITY OF BRADENTON

This Interlocal Agreement ("Agreement") is made and entered into at Bradenton, Florida, this _____day of _____2023, by and between the City of Bradenton, a municipal corporation organized and existing under the Laws of the State of Florida, hereinafter referred to as "City," whose address is 101 Old Main Street West, Bradenton, Florida 34205 and Manatee County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "Manatee County," whose address is 1112 Manatee Avenue West, Bradenton, Florida 34205 (collectively, "Parties").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on the basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities: and

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Manatee County operates a Homeless Outreach Program, which utilizes social workers and case management employees, that provide homeless outreach services; and

WHEREAS, the City desires to initiate a program to strengthen law enforcement and behavioral health partnerships and further ensure public safety and continuity of care for those with unmet needs by providing homeless outreach utilizing Manatee County's Homeless Outreach Program; and

WHEREAS, Manatee County will provide one dedicated Outreach Case Manager ("City's Case Manager") employee to administer the Homeless Outreach Program, within the jurisdictional boundaries of the City of Bradenton, to the City to fulfill the terms of this Agreement and that right to exert control over the employee will lie with Manatee County.

NOW THEREFORE, in consideration of the mutual stipulations, agreements, and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto have agreed and hereby agree with each other or their executors, administrators, heirs or successors and assigns, as follows:

1. **Manatee County Duties:** Manatee County shall furnish a dedicated City Case Manager for the City to work within the jurisdictional boundaries of the City of Bradenton and furnish the services as set forth in Appendix "A" ("Scope of Services") attached hereto and incorporated by reference and all material, equipment, tools, and labor of every description necessary for and to carry out in good, firm, substantial and workmanlike

manner the following work as specified in this Agreement and all appendices to this Agreement, which are made a part hereof. In the event of any inconsistency or conflict between the Agreement and the appendices made part of this Agreement, the Agreement shall take precedence over the appendices. Appendix "A" shall take precedence over Appendix "B."

Manatee County shall abide by, comply with, duly perform, and be bound by each and every one of the terms, provisions, conditions, obligations, and agreements contained in the Agreement and Appendices.

2. **Employment Taxes:** Manatee County shall be solely responsible for the withholding, reporting, and payment of any employment taxes imposed upon the wages paid by Manatee County to the City's Case Manager, and neither the City nor any of its departments shall have any liability with respect thereto. Manatee County shall, at its own expense, comply with all applicable workers' compensation, unemployment insurance, employer's liability, minimum wage, health insurance, and other employment-related federal, State, local, and foreign laws, ordinances, rules, regulations, and orders, including, without limitation, those relating to equal opportunity, affordable health care, and non-discrimination.

3. **Payment:** Upon performance of this contract work by Manatee County, the City shall reimburse Manatee County for the salary, benefits, and operational costs of the City's Case Manager as set forth in Appendix "B." The City shall pay Manatee County on a quarterly basis in arrears upon Manatee County, providing the City with proper invoicing and supporting documentation in a manner determined by the City. The City shall pay Manatee County within forty-five (45) days from receipt of an invoice and supporting documentation. The City is not required to pay Manatee County for services unless they conform to the requirements of this Agreement, and further provided that the total amount paid to Manatee County must not exceed the fixed total provided in Appendix "B." The fixed pricing in Appendix "B" must remain the same through the first renewal term. If the parties agree to renew the Agreement beyond the first renewal term, any increase in pricing will be agreed upon by the Parties in writing, and a new Appendix "B" will be signed and incorporated into the Agreement.

4. **Term:** The initial term of this Agreement is for two (2) years, with the right to extend this Agreement annually under the same terms and conditions provided such Agreement is agreed upon by the Parties in writing. Manatee County shall commence the work and shall faithfully execute said work to its full completion during the term of this Agreement, commencing on the date of execution of this Agreement by the Parties, unless the Agreement is terminated early, as provided herein. Renewal of the Agreement shall be at the discretion of the Parties.

5. **Indemnification and Hold Harmless:** Manatee County shall defend, indemnify and hold harmless the City, its officers, employees, and agents from liabilities within the scope of this Agreement and Section 768.28, Florida Statutes, which may accrue against the City, its officers, employees, and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from any negligence, act or omission of

Manatee County in performance of this Agreement or from Manatee County's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused by the sole negligence of the City, its agents or employees. Manatee County shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit, or cause of action made or brought against the City alleging liability referenced above, including but not limited to costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City within the scope of this Agreement; and Manatee County shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City within the scope of this Agreement. Manatee County will have the right to defend the City with counsel of its choice, and the City will provide reasonable cooperation in the defense as Manatee County may request. Manatee County shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims, or demands against City alleging liability referenced above within the scope of this Agreement and its duties. Manatee County will have the City's Case Manager sign a hold harmless and indemnification provision protecting the City within the scope of this Agreement. Copies will be provided to the City. The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6. **Sovereign Immunity:** Parties shall be liable for their own actions and negligence and agrees to assume responsibility for the acts, omissions, or conduct of such Party's employees, subject to the provisions of Section 768.28, Florida Statutes, where applicable. The foregoing shall not constitute waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, or any defense available to any Party. Nothing herein shall be construed as consent by any Party to be sued by third parties in any matter, whether arising out of this Agreement or any other contract.

7. **Compliance with Law:** Manatee County, at its own cost and expense, shall comply with all statutes, ordinances, rules, regulations, and requirements of all governmental quasi-governmental, public entities and any other such entities as applicable to its fulfillment of the duties required of the Agreement. If any license, permit, or other governmental authorization is required for Manatee County's performance of services under this Agreement, Manatee County, and any required employees, including the City's Case Manager, shall procure and maintain such license, permit, and/or governmental authorization throughout the term of this Agreement. The City, if and when necessary, shall comply with any requests and demands of Manatee County under the scope of this Agreement.

8. **Required Reports:** Manatee County shall provide written monthly reports to the City concerning number of cases or incidents handled and other data as may be requested no later than 15 days from the last calendar day of each month.

9. **Severability:** The invalidity or unenforceability of any provision or clause hereof shall in no way affect the validity or enforceability of any other clause or provision hereof.

10. **Assignment; Binding Agreement:** This Agreement and the duties and obligations hereunder may not be transferred or assigned by any of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors in office, as applicable.

11. **Governing Law; Venue:** This Agreement is being delivered and is intended to be performed in the State of Florida and shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by the laws of such State. The venue shall lie in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida.

12. **Recitals Incorporated:** The WHEREAS clauses set forth above are reiterated herein and fully incorporated into this Agreement.

13. **Entirety of Agreement:** The Parties agree that this Agreement sets forth the entire Agreement between the Parties and that there are no promises or understandings other than those stated herein.

14. **Authority to Sign:** Each person signing this Agreement on behalf of an entity represents and warrants that he or she is fully authorized to execute this Agreement on behalf of the entity on whose behalf such individual has signed this Agreement and that by signing this Agreement such entity shall be bound by the terms contained herein.

15. **Filing with Clerk of Court:** This Agreement shall be filed by the City with the Clerk of the Circuit Court for Manatee County, Florida, as required by Section 163.01(11), Florida Statutes.

16. **Records:** The Parties shall each maintain their own respective records and documents associated with this Agreement in accordance with the requirements for records retention set forth in Chapter 119, Florida Statutes.

The City acknowledges that Records, defined herein as Manatee County's shared data and information, which may include individual Records of clients enrolled in mental health and/or substance use programs, may be confidential and exempt from Chapter 119, Florida Statutes. City agrees that it shall protect the Records and the data it receives from Manatee County in a manner that will not permit the personal identification of clients by persons other than those authorized to receive the Records.

The Parties mutually acknowledge that the provision of the Records by Manatee County to the City is intended to assist in outreach, assessment, and the necessary support services and Manatee County's efforts to implement comprehensive services to individuals.

The Parties shall adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including when sharing protected health information for the purpose of this Agreement. Employees of either Party may not use or disclose the protected health information in any manner that would violate the requirements of HIPAA.

Each Party acknowledges that it may have access to certain confidential information of the other Party concerning the other Party's business plans, employees, behavioral health information, and criminal justice history of individuals served, technology, and products("Confidential Information").

17. **Validity:** After consultation with their respective legal counsel, the Parties each represents and warrants to the other its respective authority and power under Florida law to enter into this Interlocal Agreement, acknowledges the validity and enforceability of this Interlocal Agreement, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The Parties hereby represent, warrant, and covenant to and with each other (i) that this Agreement has been validly approved by its respective governing body at a duly held public meeting, and (ii) that this Agreement constitutes a legal, valid and binding contract enforceable against the respective Party in accordance with the terms hereof (assuming the due authorization, execution, and delivery hereof by the other Party hereto).

18. **Ambiguities:** Parties have been allowed equal input regarding the terms and wording of this Agreement and have had the benefit of consultation with legal counsel prior to its execution, such that all language herein shall be construed equally against the parties, and no language shall be construed strictly against its drafter.

19. **Notice:** Any notice required or permitted by this Agreement shall be in writing delivered to the appropriate Party and shall be deemed sufficient upon receipt when delivered personally or by courier, overnight delivery service or confirmed facsimile, or in the U.S. mail as certified or registered mail with postage prepaid if such notice is addressed to the Party.

The City:
Attn: Paul Driscoll, Legal Advisor
100 10th Street West
Bradenton, FL 34205
(941) 932-9371

Manatee County:
Attn: Jodie Fiske
Public Safety Department Director
2107 47th Terrace East
Bradenton, FL 34203
(941) 749-3500

20. **Execution in Parts:** This Agreement may be executed simultaneously in any number of actual or electronic copies of counterparts and by each of the Parties on several counterparts, each of which, when so executed and delivered, will be an original. The executed signature page from each actual or electronic copy of a counterpart may be joined together and attached and will constitute one and the same instrument.

21. **Amendment:** Any amendments to this Agreement shall be by written instrument and executed by all Parties.

22. **Attorney's fees**: In the event of any litigation arising under the terms of this Agreement, each Party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

23. **Termination:** This Agreement may be terminated prior to the expiration date set forth above only upon the occurrence of the following conditions:

a. Each Party may terminate this Agreement at any time, with or without cause, by written notice at least thirty (30) days prior to termination. If the City terminates this Agreement, and such termination is not a result of a default by Manatee County, Manatee County will be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City will have no further or other obligations to Manatee County: the amount due to Manatee County for eligible work executed through the date of termination. If the City has reason to believe that Manatee County is not in compliance with any applicable laws, rules, or regulations, the City may withhold any and all funds until the City finds Manatee County to be in compliance or until Manatee County is otherwise adjudicated to be in compliance.

b. Manatee County shall maintain and retain records in accordance with the law.

c. Notwithstanding any other provision of the Agreement, if funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity to appropriate funds or otherwise, then the City will have the right to terminate the Agreement at no additional cost and with no penalty whatsoever by giving prior written notice documenting the lack of funding. Prior written notice must be provided no later than 60 days from the start of the forthcoming fiscal year. The City will use reasonable efforts to ensure that appropriated funds are available.

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be executed by the proper officers thereof and have caused their seals to be affixed hereto and attested by the proper officers thereof, all as of the Effective Date.

MANATEE COUNTY, FLORIDA, a political subdivision of the State of Florida located at 1112 Manatee Avenue West, Bradenton, Florida 34205.

DATE: _____

By: Its Board of County Commissioners

_____
CHAIRPERSON

ATTEST: ANGELINA COLONNESO,
CLERK OF CIRCUIT COURT AND
COMPTROLLER

_____
DEPUTY CLERK

CITY OF BRADENTON, a political subdivision of the State of Florida located at 101 Old Main Street West, Bradenton, Florida 34205

_____
GENE BROWN, MAYOR

ATTEST BY: _____

DATE: _____

DATE: _____

APPENDIX A

Scope of Services
Homeless Outreach Program

Scope of Work:

The City's Case Manager, provided by the County, will complete client intake documentation and refer clients to appropriate community resources. City's Case Manager may assist with securing and maintaining permanent housing, providing timely information and referrals, identifying community linkages, providing client advocacy, conducting community visits, and providing follow-up services with residents in the City.

City's Case Manager provides information, referrals, and case management. Makes decisions and acts on behalf of clients, coordinating services for those that need housing, healthcare, counseling, and financial support. Maintains complete records, files, and notes required to coordinate care and analyze the effectiveness of current treatment and services.

The City's Case Manager will coordinate with the Community Redevelopment Agency's (CRA) supervisor to capture new and existing community resources and to ensure an accurate and up-to-date inventory of City and County-wide resources.

The City's Case Manager will spend at least fifty percent (50%) of their time working on cases within the City of Bradenton's Community Redevelopment areas (Central CRA, Bradenton CRA, and 14th Street CRA).

Uploads information to the Homeless Management Information System (HMIS), maintained by the designated lead agency for FL-500 (Sarasota, Bradenton/Manatee, Sarasota Counties CoC), and gathers, analyzes, and reports on current services utilized within the continuum of care.

Develops and monitors individual client service plans to meet basic needs and to help restore and enhance social, psychological, and bio-psychological functioning.

City's Case Manager will monitor client behaviors and ensures timely and appropriate referrals are made for emergent treatment and services. Follows up with clients regularly to assist with emerging health and social inadequacies.

Advocates for clients with agencies and service providers to minimize barriers to clients receiving needed services. Assists clients with applications for Supplemental Security Income (SSI), Social Security Disability (SSDI), Temporary Assistance with Needy Families (TANF), and similar programs. Refers clients to community partners as required to receive VA or other benefits outside of scope.

City's Case Manager establishes and maintains relationships with local housing agencies, property management companies, and private landlords. Establishes and maintains relationships with

community partners that treat substance use disorders (SUD), co-occurring disorders, and other mental health conditions.

Assists clients with collecting and maintaining personal identification as required to receive services. Participates in regular collaborative meetings, including case conferencing meetings, to increase City and county-wide cohesion with community partners.

Conducts ongoing analysis of services to identify deficiencies in the homeless prevention and response system, emphasizing eligibility, access, and associated outcomes. Assists with developing and implementing recommendations for program improvements, including access to wraparound health and other social services.

Participates in contact networks and coalitions to promote community collaboration while enhancing partnerships with regional homeless response efforts. Coordinates with the local jail-medical provider and sheriff's office to identify and link potential clients to services upon release.

Coordinates with the comprehensive treatment court (CTC) to ensure community resources are readily available and shared with other local governments and community groups.

Maintains knowledge and understanding of current best practices, trends, laws, and issues affecting their area of expertise.

APPENDIX B

Fixed Maximum Reimbursement Schedule
Homeless Outreach Program

1. City reimbursement for the cost of one (1) City Case Manager as defined in Appendix A, paid for by Manatee County. The cost of reimbursement for the Outreach Case Manager shall not exceed $104,258.00 annually for FY 2024 and $101,258.00 for FY 2025.

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Tamara Melton, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Revised School Resource Officer Program Agreement

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the August 9, 2023 City Council meeting, a different version of the agreement was presented to Council for approval than the version originally approved by the School Board. The School Board had previously approved the attached version with an addendum revising the agreement. While Council approved the correct addendum, staff is requesting approval of the same version of the contract the School Board approved. This approval is just a formality.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Paul Driscoll approved.

SUGGESTED MOTION:
Motion to approve the 2023-24 School Resource Officer Program Agreement.

ATTACHMENTS:
Revised 2023-24 School Resource Officer Program Agreement

2023-2024 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2023-2024 school year (July 1, 2023 through June 30, 2024) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and the City of Bradenton, whose mailing address is 100 10th Street West, Bradenton, Florida 34205, hereinafter referred to as the "**City of Bradenton**," for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as "**SRO**," within certain the public schools of the **City of Bradenton**, Florida.

WHEREAS, pursuant to Section 1006.12, Florida Statutes, the **School Board** has the responsibility to develop and implement programs for security purposes to be in effect during the school operating hours; and

WHEREAS, the **School Board** has the additional responsibility to provide educational services to the students of the City of Bradenton; and,

WHEREAS, the **City of Bradenton** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **City of Bradenton** are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety, and welfare.

NOW, THEREFORE, the **School Board** and the **City of Bradenton** mutually agree as follows:

ARTICLE 1. CITY OF BRADENTON RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Bradenton** shall commit employed police officers to the School Resource Officer (**SRO**) program who will be available for certain schools within the **City of Bradenton's** jurisdiction.

B. Responsibilities:

1. The **City of Bradenton** shall be responsible for employing, training, disciplining, and dismissal of all **SRO's**.

2. The **City of Bradenton** shall be responsible for fully equipping the **SRO** with the necessary and required law enforcement equipment and apparel needed to perform the **SRO** functions within the school environment.

3. The **City of Bradenton** shall maintain all personnel records and other records related to law enforcement services delivered by the **SRO** as may be required or allowed by law including, but not limited to, individual **SRO** personnel records and files, incident reports, criminal investigative reports, citations, and other such documentations.

4. The **City of Bradenton** shall maintain control and responsibility over the **SRO** as well as their equipment and activities.

C. **SRO** Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-hour week consisting of 8-hour days, corresponding to the school calendar regular session, based upon the **SRO's** work detail.

2. The **SRO** workday shall correspond with the teachers' regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **City of Bradenton** for accrued leave or during other periods for law enforcement purposes, another **SRO** will be assigned to the school. With approval of the **Chief's** chain-of-command and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **City of Bradenton** and reimbursed to the **City of Bradenton** from the schools internal accounts or School District of Manatee County (SDMC)within 30 days of receipt of invoice.

D. Duties of the **SRO:**

1. The **SRO** shall act as an instructor for specialized, short-term programs at their respective schools when requested to do so by the principal or member of the faculty. The **SRO** may teach part of these programs as a guest lecturer when so requested, however, the **SRO** shall not be responsible for teaching of the program on a full-time basis.

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, the G.R.E.A.T. (Gang Resistance Education and Training) program and the "Know the Law" program. All other programs must be approved by the principal of their respective schools.

E. General Responsibilities of **SRO**:

1. **SRO** shall coordinate all of their activities with the principal of their respective school and shall receive approval, advice and guidance prior to enacting any programs within said school that have not previously been established or approved under this Agreement.

2. **SRO** shall develop expertise in presenting various subjects to students which shall include a basic understanding of law, the role of law enforcement officers, and the law enforcement mission.

3. **SRO** shall encourage individual and group discussion with the students of their respective schools based upon materials presented in the classroom environment to further establish a rapport with those students.

4. The **SRO**, if requested by the principal of their respective school and available based on the duties and responsibilities of the **SRO**, shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function.

5. If available based on the duties and responsibilities of the **SRO**, the **SRO** shall make themselves available for student, parent, and faculty member conferences in order to assist with the identification of and solving of problems of a law enforcement or crime prevention nature. Any confidential information obtained, pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided for by law or court order.

6. **SRO** shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and Community Based Programs. **SRO** shall make referrals when appropriate.

7. The **SRO** shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal requirement policies and procedures established by the **City of Bradenton** and the **School Board**. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

9. The **SRO** shall not act as a school disciplinarian, school administrator, or assistant principal, but will cooperate and participate as necessary in the **School Board** expulsion hearing process, if requested by the Superintendent of Schools or legal counsel.

10. The **SRO** shall not be assigned duties regularly assigned to school staff such as lunchroom or hall monitor. If there is a problem area, the **SRO** may evaluate or assist the school staff in monitoring those areas.

11. The **SRO** shall adhere to the **City of Bradenton** policies and procedures when transporting citizens.

12. The **SRO** will follow and conform to all **School Board** policies and procedures that do not conflict with the established policies and procedures of the **City of Bradenton**.

13. The **SRO** shall take law enforcement actions as necessary and advisable under the circumstances involved in any situation occurring at the **SRO** school and, as soon as practicable, if not prohibited by confidentiality provisions of state law, the **SRO** shall notify the principal of the school to which the **SRO** is assigned of any law enforcement activity undertaken or ongoing on the school's campus.

14. At the principal's request and subject to the availability based on the duties and responsibilities of the **SRO**, the **SRO** shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school related functions. Whenever practicable, the **SRO** shall advise the principal before requesting additional law enforcement assistance on the campus.

15, If it is necessary for the **SRO** to be absent from his/her assigned school for a period of time less than a full workday or any portion thereof, the **SRO** shall contact the **SRO** supervisor and notify the principal. The **SRO** supervisor will then ensure that the school has a replacement **SRO** prior to the assigned **SRO** leaving campus.

16. **SROs** shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as attachment B.

17. **SRO** shall wear the official Police Uniform at all times while on duty as an **SRO**; however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Bradenton** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

The **School Board** shall provide each **SRO** the following facilities and materials necessary for the performance of the **SRO** functions:

1. An air conditioned, properly lighted private office with a seven (7) digit telephone for business purposes, a secure file cabinet, desk, chair, and appropriate office supplies, access to computer or secretarial assistance, access to copying equipment, and a portable 2-way radio for communications with other school personnel.

2. Access to the **School Board**'s student information systems, to include, access to student information through Focus, as available, allowing remote access to information relating to all students enrolled at the **SRO's** assigned school, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. Any information obtained by the **SRO**s through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2020). The **SRO** supervisor to the extent it exists, shall have mobile access to surveillance cameras at all the schools located within the **City of Bradenton**.

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function.

B. Training:

The City of Bradenton shall advise the School Board in writing of any permanent staff changes of School Resource Officers within schools, including but not limited to leaves of absence greater than 14 days, retirements, and reassignments. The School Board will be notified and required to consent to any staff reassignment.

The **School Board** upon written request and consent, shall reimburse the **City of Bradenton** its proportionate share (70%) of the reasonable costs of additional formal training expenses for **SRO** that have been requested and agreed to in advance by and between the **School Board** and the **City of Bradenton**, as being necessary for an assigned **SRO** to obtain or maintain certification as a School Resource Practitioner or other training necessary to fulfill the specific requirements of certification as a **SRO**. The reimbursement for agreed expenses

shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **City of Bradenton**, **SRO** may be reimbursed for other SRO specific training expenses. The **School Board** shall reimburse the **City of Bradenton** for any **SRO** training mandated by statute.

C. Section 1006.13, Florida Statutes, Policy of zero tolerance for crime and victimization compliance:

The **School Board** shall ensure that any act that poses a threat to school safety, whether committed by a student or adult, are reported to the **SRO** assigned to the involved school or an **SRO supervisor**. The **SRO or SRO supervisor** will be the **Chief's** designee to handle any reported act(s) that poses a threat to school safety whether committed by a student or adult.

The **School Board** personnel shall immediately consult with the **SRO** or **SRO supervisor** concerning delinquent acts and crimes.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

A. Each **SRO** shall be a certified law enforcement officer, within the State of Florida, employed by and responsible to the **City of Bradenton** and will not, under any circumstances be an employee of the **School Board** nor shall the **School Board** be liable for their actions.

B. The **SRO** in the exercise of their duties and responsibilities will coordinate those school activities and education curriculum involved in their duties with the Superintendent of Schools and the principal of their assigned school.

C. The **SRO** supervisor shall coordinate, in keeping with the policies of the **School Board** and after request the principal of the respective school subject to availability based on the duties and responsibilities of the **SRO**, the scheduling of **SRO** at extra-curricular activities, including after-school security activities for which special arrangements shall be made for compensation. Any such extra-curricular activities requested by the **School Board**, over and above the normal pay period, shall be in compliance with any applicable collective bargaining agreement and all applicable rules and regulations of the **City of Bradenton** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **City of Bradenton** 70% of the rate of pay the School Resource Officers (SRO) assigned to Schools, that includes their salary, retirement, FICA, workers compensation and health insurance, plus $1500 for the Sergeant, as set forth in **ATTACHMENTS "A" and "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of**

Bradenton in quarterly installments for full time and part-time SROs in the amount of **$276,532.79.** Payments shall be due as per the following schedule:

November 11, 2022
February 24, 2023
May 19, 2023
August 4, 2023

The **City of Bradenton** also shall submit quarterly for any mutually approved in writing additional fees or other compensation for services or expenses. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 basis.

F. If the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **City of Bradenton** shall provide up to three **SRO**s and the **SRO** costs, expenses, entitlements and benefits shall be reimbursed to the **City of Bradenton** by the **School Board**. Summer school services shall be **billed upon completion of summer school**.

G. If due to an exceptional occurrence, sporting event, public meeting or other activity, it is necessary for other officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Bradenton** applicable collective bargaining agreement (Collective Bargaining Agreement) and the **City of Bradenton's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly and have payment of NET 30.**

H. **SRO shall be entitled to the sick leave benefits as provided by the Collective Bargaining Agreement from the City of Bradenton**. The City of Bradenton shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may be used to act as a substitute officer for an unavailable **SRO**. If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **City of Bradenton** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

I. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board**, the **City of Bradenton** shall be responsible for compensatory time in accordance with the Collective Bargaining Agreement. Overtime will be paid directly to the officers by the **City of Bradenton** and reimbursed to the City from the school's internal accounts or

SDMC department funds within 30 days of receipt of invoice. SRO's and/or other Officers that cover any Board Meetings will receive overtime to their rate of pay.

J. The **City of Bradenton** and the **School Board** shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of the Agreement, both parties shall negotiate in good faith in resolving those matters. In keeping with the public purpose of this Agreement in protecting the students, **School Board** staff, and the general public.

K. If it becomes necessary for an assigned **SRO** to be relieved of duty or be removed from his/her position at his/her assigned school by the **City of Bradenton**, the principal of the school affected, shall be contracted and briefed of the facts relating to the removal. If the removal of the **SRO** is at the request of the affected school's principal, said request shall be in writing documenting the reason for such request and forwarded through the affected **SRO**'s chain of command, with a copy forwarded to the Superintendent of Schools. An appropriate meeting of the necessary staff of the **City of Bradenton** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO**. The **Chief** shall make the final determination regarding placement of **City of Bradenton** personnel.

L. Term:

The term of the Agreement shall be for the 2023-2024 school year, from July 1, 2023 through June 30, 2024. The Agreement may be terminated by the School Board at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the School Board will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer SRO's into a budgeted police officer position. This agreement may be extended for an additional two one (1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

M. Termination:

The Agreement may be terminated by either party upon thirty (30) day written notice where a breach of this Agreement has occurred, and the breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula for each day the **SRO** services are not provided as a result of termination. The **City of Bradenton** shall be entitled to compensation for all services performed up

to the date of termination.

N. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **City of Bradenton** agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the **School Board** and the **City of Bradenton** assumed the obligations of this Agreement. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

O. Notice:

Where any notice is required under this Agreement or applicable law, such notice shall be provided by certified mail, return receipt requested, as follows:

For the City of Bradenton	**For the School Board**
Melanie Bevan, Chief of Police City of Bradenton Police Department 100 10th Street West Bradenton, Florida 34205	Jason Wysong, Superintendent School District of Manatee County 215 Manatee Avenue West Bradenton, Florida 34205

P. Entire Agreement:

This Agreement, together with the attachments set forth below represents the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All attachments are incorporated in their entirety into and form part of the Agreement. The Agreement has the following attachments:

Attachment A – School Coverage

Attachment B- School Resource Officer Sign-In Log

Attachment C – School Resource Officer Budget

Q. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

R. Venue:

This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Venue for any litigation hereunder shall be in Manatee County, Florida.

S. Equal Opportunity:
The **School Board** and the **City of Bradenton** do not discriminate on the basis of race, sex, marital status, national origin, religion, disability, or age, in the operation of the school district or in the provisions of services.

T. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 et seq., and Section 119.01 et seq., Florida Statutes. The contracting party with the **School Board** hereby acknowledges and agrees to comply with the Florida Sunshine Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this Agreement for inspection and copying, public records requests, internal audits and for any other informational purpose.

U. In the event the **City of Bradenton** is no longer subject to a Collective Bargaining Agreement or the **SRO** is not a member of a bargaining unit, the **City of Bradenton** Personnel Policy shall govern personnel issues as appropriate.

This section intentionally left blank

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: 7/5/2023
Chad Choate, Board Chair

ATTEST:

By: _____ Date: 7/5/2023
Jason C. Wysong, Ed.D. (Jul 5, 2023 13:06 EDT)
Superintendent Jason Wysong

CITY OF BRADENTON, FLORIDA

By: _____ Date: _____
Gene Brown, Mayor

ATTEST :

By: _____ Date: _____
Robert Perry, City Administrator

By: _____ Date: _____
Melanie Bevan, Chief of Police

2023-2024 School Resource Program Agreement

Amendment Number One

THIS AMENDMENT is made and entered into on August 9, 2023, by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and the City of Bradenton, whose mailing address is 100 10th Street West, Bradenton, Florida 34205, hereinafter referred to as the "**City of Bradenton**."

WITNESSETH

THAT WHEREAS, the School Board and the City of Bradenton have entered into an agreement dated August 9, 2023 for the purposes of establishing a School Resource Officer Program, staffed by the school resource officer, hereinafter referred to as "**SRO**," within certain public schools of the City of Bradenton, Florida. A copy of the original agreement is available upon request and made part of this Amendment.

WHEREAS, the parties hereto desire to reduce the terms of this Amendment to writing.

NOW, THEREFORE, for and in consideration of mutual promises to each other, as hereinafter set forth, the parties hereto do mutually agree to amend the original agreement as follows:

THAT Article 3, GENERAL TERMS AND CONDITIONS, Subpart D, is hereby amended to read as follows:

****

D. The **School Board** shall reimburse the **City of Bradenton** 70% of the rate of pay the School Resource Officer (SRO) assigned to Schools, that includes their salary, retirement, FICA, workers compensation and health insurance, plus $1500 for the Sergeant, as set forth in **ATTACHMENTS "A" and "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due to the **City of Bradenton** in quarterly installments for full time and part-time SROs in the amount of **$297,853.19**. Payments shall be due as per the following schedule:

November 10, 2023
February 23, 2024
May 17, 2024
August 2, 2024

The **City of Bradenton** shall submit quarterly for any increases in the rate of pay of the **SROs** assigned to schools, that includes their salary, retirement, FICA, workers compensation, and health insurance. The invoice will be based on 70% of the increase in total SRO compensation. The quarterly invoice will also

include any credits due to an assignment of a lowered salaried SRO. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service.

******

All promises, requirements, terms, conditions, provisions, representations contained and specified in the original agreement shall survive and become part of this Amendment unless specifically provided otherwise herein, or unless superseded by applicable Federal or State law.

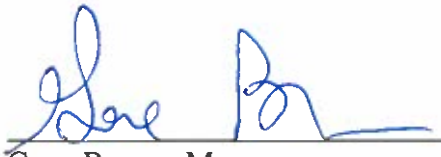
IN WITNESS WHEREOF, the parties have caused the execution of this Amendment, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

_____ Date:_____

By: Superintendent Jason Wysong

CITY OF BRADENTON, FLORIDA



Date: 8-9-2023

By: Gene Brown, Mayor

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Scott MacDonald, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Subrecipient Agreement with the City of St. Petersburg

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of a sub-award totaling $41,743.47, via the City of St. Petersburg, Florida, of U.S. Department of Justice funding originating from the FY19 Enhanced Collaborative Model (ECM) Task Force to Combat Human Trafficking Grant. The grant money will be utilized to purchase Law Enforcement technology that will be deployed in the City of Bradenton.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal Counsel

SUGGESTED MOTION:
Motion to approve Grant Funding for Task Force to Combat Human Trafficking.

ATTACHMENTS:
Human Trafficking Grant Agreement

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into on this_____day of___, 20___ (the "Effective Date"), by and between the City of St. Petersburg, Florida ("City") and the City of Bradenton, Florida (the "Sub-recipient") (each a "Party" and collectively, the "Parties").

WITNESSETH:

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. **Purpose of Agreement.** The purpose of this Agreement is for the City to provide a subaward to Sub-recipient of the FY19 Enhanced Collaborative Model (ECM) Task Force to Combat Human Trafficking Grant ("Award") for Sub-recipient to perform and complete the project more particularly described in **Exhibit A, "Project"**. The Sub-recipient agrees to perform and complete the Project in a satisfactory, timely and proper manner in accordance with all applicable Laws (as hereinafter defined) and the terms and conditions of this Agreement.

2. **Term of Agreement.** The term of this Agreement shall commence on the Effective Date and terminate on September 30, 2023 ("Term"), unless this Agreement is earlier terminated as provided for herein.

3. **Project Funding and Budget.**

a. **Payment.** The City shall provide to the Sub-recipient, pursuant to the "Project Budget" set forth in **Exhibit B**, a one-time payment not to exceed $41,743.47 ("Maximum Amount") for the Sub-recipient's performance and completion of the Project, which the City will distribute to Sub-recipient no later than 30 days after the Effective Date. The Sub-recipient is responsible for all costs required to complete the Project that exceed the Maximum Amount. The City will have no responsibility for any Project costs in excess of the Maximum Amount. Sub-recipient agrees (i) not to expend funds received under this Agreement for items which are not set forth in the Project Budget (ii) not to expend funds in a total amount which exceeds the corresponding dollar value for any items in the Project Budget and (iii) not to expend funds received under this Agreement for Ineligible Costs. The Mayor (or his designee) and the Sub-recipient may mutually agree in writing to make changes to the Project Budget in a manner determined to be reasonably necessary to maximize the value of the Project (e.g. by increasing the amount for one item in the Project Budget and making a corresponding reduction in the amount for another item in the Project Budget), provided that such changes do not result in an increase to the Maximum Amount. If the Mayor (or his designee) and the Sub-recipient mutually agree in writing to change the Project Budget and such change does not result in an increase to the Maximum Amount, such written document will be attached to Exhibit B and such exhibit will be deemed amended accordingly.

b. **Eligible Costs.** Funding provided by the City pursuant to this Agreement will only be available during the Term for eligible costs identified in the Project Budget and in accordance with applicable Laws. Subrecipient acknowledges and agrees that eligible costs are determined by applicable Laws. Sub-recipient is responsible for all costs not eligible for payment as determined by applicable Laws or this Agreement ("Ineligible Costs"). The City will have no responsibility or liability whatsoever for any Ineligible Costs.

c. **No Federal Obligation.** This Agreement is financed by federal funds. However, payments to the Sub-recipient will be made by the City. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

d. **Subaward Contingent on Federal Funding.** The Sub-recipient acknowledges and agrees that the City's payment of funds under this Agreement is contingent on the City receiving the funds from the federal government of the United States. If, for any reason, the federal government of the United States reduces the amount of federal funds available for this subaward, or otherwise fails to pay part of the cost or expense of the Project, only outstanding incurred costs within the limits of federal government of the United States provided financial assistance shall be eligible for reimbursement.

e. **Repayment of Funds.** If, after the City's disbursement of funds, the Sub-recipient fails to comply with any of the terms and conditions of this Agreement and such noncompliance continues for ten (10) days after written notice thereof from the City, the City may, in its sole and absolute discretion, require the Sub-recipient to repay all or any portion of the funds to the City within thirty (30) days after written notice from the City to repay the funds.

f. **Return of Unexpended Funds.** The Sub-recipient shall return to the City all funds granted by the City under this Agreement that have not been expended for Project activities during the Term of this Agreement.

4. **Records.**

a. **Project Costs.** Sub-recipient shall prepare in accordance with generally accepted accounting practice and shall keep, at the address for delivery of notices set forth in this Agreement, accurate books of account. All books and records with respect to this Agreement must be kept by Sub-recipient and must be open to examination or audit by the City and the federal government of the United States for the longer of the following: (i) the Term of this Agreement, (ii) the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, or (iii) the period set forth in the City's Award terms and conditions (which are attached hereto as **Exhibit C**). Nothing herein may be construed to allow destruction of records that may be required to be retained longer by applicable Laws. If any litigation, claim, or audit is started before the expiration of the required retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

b. **Reports.** The Sub-recipient shall submit to the City such data, reports, records, contracts and other documents relating to the Project as the City or federal government of the United States may require, including any documents described in **Exhibit A** to this Agreement. Sub-recipient will comply with all sub-recipient reporting requirements, as required by this Agreement and applicable Laws. Sub-recipient shall provide to the City all supporting documentation required by the City evidencing payment of eligible expenditures using funds provided pursuant to this Agreement. Supporting documentation required by the City may include, but is not limited to, receipts, official vendor statements, cheque stubs, and credit card or bank statements supported by invoices.

c. **Federal Record Retention Requirements.** The Sub-recipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR Part 200, when

applicable. In addition to any other record retention requirements set forth in this Agreement, the Sub-recipient shall comply with the record retention requirements of 2 CFR 200.333, as amended or replaced from time to time.

5. **Audits.** The administration of resources awarded through the City to the Sub-recipient by this Agreement may be subject to audits and/or monitoring by the City. The Sub-recipient shall provide an independent audit of all Project books, records and information by a Certified Public Accountant upon request by the City, at no cost to the City, within ninety (90) days of such request. Additionally, Sub-recipient is a non-Federal entity as defined by 2 C.F.R. Part 200, Subpart F as a subrecipient of a Federal award and is therefore subject to the requirements of 2 CFR Part 200 Subpart F, Audit Requirements. Without limiting the generality of the foregoing, in the event the Sub-recipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Sub-recipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements.

6. **Termination and Suspension.**

a. **Termination for Cause.** If, through any cause, the Sub-recipient shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Sub-recipient shall violate any of the covenants, conditions or stipulations of this Agreement, the City will thereupon have the right to immediately terminate this Agreement by giving notice to the Sub-recipient of such termination. Further, if the Sub-recipient uses any funds provided by this Agreement for any purpose or expense other than authorized under this Agreement, the sub-recipient shall repay such amount and be deemed to have waived the privilege of receiving additional funds under this Agreement. Notwithstanding the foregoing, the Sub-recipient shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Sub-recipient. In addition to the City's other rights and remedies and without limiting such other rights and remedies, the City may withhold any payments to the Sub-recipient equal to the amount of damages incurred by the City as a result of the Sub-recipient's breach. If the amount of damages incurred by the City cannot immediately be determined, the City may withhold any payments to the Sub-recipient equal to the estimated damages incurred by the City until such time as the exact amount of damages due the City from the Sub-recipient is determined.

b. **Termination for Convenience.** This Agreement may be terminated at any time by the City for convenience upon thirty (30) days written notice to the Sub-recipient.

c. **Unspent Advanced Funds.** In the event this Agreement is terminated pursuant to this paragraph 6, the Sub-recipient shall return to the City within five (5) days all unspent advanced funds disbursed by the City under this Agreement that have not been expended by Sub-recipient for eligible Project activities.

7. **Responsibility.** Pursuant to Section 768.28(19), F.S., neither party indemnifies nor insures or assumes any liability for the other party for the other party's negligence. Sub-recipient assumes sole responsibility for the training and oversight of the parties it deals with or employs to carry out the terms of this Agreement to the extent set forth in Section 768.28, Florida Statutes. Sub-recipient shall hold the City harmless against all claims of whatever nature that arises from the work and/or services performed by third parties under this Agreement. Sub-recipient agrees to be fully responsible for its negligent or tortious acts or omissions, which result in claims or suits against the City. Sub-recipient agrees to be liable for any

damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, F.S. Nothing herein shall be construed as consent by the City or the Sub-recipient to be sued by third parties in any matter arising out of this Agreement. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the Sub-recipient.

8. **Insurance.** The Sub-recipient shall maintain an insurance policy or self-insure pursuant to the terms and limits of Florida Statute 768.28. The Sub-recipient shall insure for General Liability, Automobile Liability, Crime Coverage, Law Enforcement Liability, and Workers' Compensation. A certificate of coverage or shall be provided prior to the commencement of the agreement listing the City of St. Petersburg as a certificate holder.

9. **General Federal Requirements.** The Sub-recipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

a. **Governing Regulations.** The Sub-recipient agrees to comply with all applicable requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.". The Sub-recipient may not enter into any lower tier third party contract, including any subaward agreement, financed in whole or in part with financial assistance under this Agreement without the prior written approval of the City.

b. **Federal Certification and Assurances; Execution and Incorporation.** The Sub-recipient agrees to comply with and to certify compliance with all current federally required certifications and assurances for the grant program under which the federally funded subaward provided by this Agreement is made.

c. **Performance Monitoring.** In accordance with 2 CFR §200.332 (b), the following post-award monitoring activities may be performed by City to ensure funds provided pursuant to this Agreement are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement; and that any performance metrics described in Exhibit A are achieved:

i. Reviewing required financial and performance reports prepared and submitted by Sub-recipient to City.

ii. Performing desk and/or on-site review of the Sub-recipient's Project operations.

iii. Verifying that the Subrecipient is audited, where required by 2 CFR Part 200, Subpart F – Audit Requirements when it is expected that the Subrecipient's Federal awards expended during its respective fiscal year equal or exceed the threshold set forth in 2 CFR §200.501.

iv. Following up and ensuring the Subrecipient takes timely and appropriate action on all deficiencies, pertaining to the Agreement, detected through audits, on-site reviews, and other means.

v. Issuing a management decision for applicable audit findings pertaining to the Agreement as required in 2 CFR §200.521.

Based upon the results of the pre-award risk assessment and any post-award monitoring activities as defined above, the City may utilize the following monitoring tools and activities to ensure proper accountability and compliance with Project requirements and achievement of performance goals:

i. Provide Subrecipient with training and technical assistance on Project-related matters.

ii. Perform follow-up desk and/or on-site reviews of the Subrecipient's Project operations.

iii. Consider whether the results of the Subrecipient's audits, on-site-reviews, or other monitoring indicate conditions necessitating adjustments to City's own records.

Notwithstanding any access to record requirements contained elsewhere in this Agreement, Subrecipient agrees to cooperate and participate with the above monitoring activities and tools conducted by the City to include, but not limited to, providing access to Subrecipient's records and financial statements, as necessary, for City to meet these monitoring requirements.

In the event of City's determination of noncompliance by Subrecipient as it relates to Subrecipient's performance under the Agreement, the City may take enforcement action steps in accordance with this Agreement.

10. City Consent and Action.

a. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

b. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

11. Miscellaneous Provisions.

a. Compliance with Laws. Sub-recipient shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, the orders and decrees of lawful authorities having jurisdiction over the matter at issue, and Award program guidance (collectively, "Laws"), including but not limited to Florida laws regarding public records. Sub-recipient hereby makes all certifications required under Florida Statute section 287.135. Sub-recipient shall also comply with all applicable City policies and procedures.

b. Compliance with Public Records Laws. The Sub-recipient agrees to comply with all provisions provided in Chapter 119 Florida Statutes. **IF SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST.**

PETERSBURG FL 33701.

c. **Compliance with City Award Terms and Conditions.** Sub-recipient shall comply at all times with the City's Award terms and conditions, which are attached hereto as Exhibit C.

d. **Third Party Beneficiary.** Notwithstanding anything to the contrary contained in this Agreement, persons or entities not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.

e. **Relationship of Parties.** Nothing contained herein may be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, may be deemed to create any relationship between the Parties other than the relationship of independent contractors and principals of their own accounts.

f. **Non-appropriation.** The obligations of the City as to any funding required pursuant to this Agreement are limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City is not prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge will be prior and superior to any obligation of the City pursuant to this Agreement.

g. **No Waiver.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Sub-recipient does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

h. **Governing Law.** The laws of the State of Florida govern this Agreement. Venue for any action brought in state court must be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court must be in the Middle District of Florida, Tampa Division, unless a division is created in St. Petersburg or Pinellas County, in which case the action must be brought in that division. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

i. **Severability.** Should any paragraph or portion of any paragraph of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination will not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

k. **Notices.** Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Police Department
1301 First Avenue North
St. Petersburg, Florida 33705
Attention: Megan McGee

SUB-RECIPIENT:
City of Bradenton
Police Department
101 Old Main Street
Bradenton, FL 34205
Attention: Scott McDonald

l. **Execution of Agreement.** This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

m. **Agreement not Assignable.** Sub-recipient shall make no assignment of this Agreement without the prior written consent of the City. Any assignment of this Agreement contrary to this paragraph is void and confers no rights upon the assignee.

n. **Amendments.** This Agreement may be amended only in writing executed by the Parties.

12. **Exhibits**.

Exhibits: The following Exhibits are attached and incorporated into this Agreement:

_____Exhibit A: Project
_____Exhibit B: Project Budget
_____Exhibit C: City's Award Terms and Conditions
_____Exhibit D: 2 C.F.R § 200.332 Required Information
_____ *Additional Exhibit(s)

*** Indicates that the Exhibit is only attached and incorporated if identified.**

[signatures on following page]

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed by their duly authorized representatives on the day and date first above written.

SUBRECIPIENT:

By: _____

Print: _____

Title:_____

CITY OF ST. PETERSBURG, FLORIDA:

By: _____

Print:_____

Title: _____

ATTEST

(SEAL)

_____
City Clerk (Designee)

Approved as to Form and Content:

_____
City Attorney (Designee) 00693536

EXHIBIT A

Project

The U.S. Department of Justice awarded funding to the City of St. Petersburg, St. Petersburg Police Department to fund several objectives with the regional Tampa Bay Human Trafficking Task Force. The Task Force is a collaboration of local, state, and federal law enforcement agencies, working with organizations that provide services to victims of human trafficking. The Bradenton Police Department is one of the 23 members agencies serving as part of the Task Force.

The Tampa Bay Human Trafficking Task Force focuses on three (3) areas:

1. **Education:** provide education and training to law enforcement as well as the public to build awareness.
2. **Rescue:** coordinate with support programs and resources to help victims.
3. **Enforcement:** implement technology that makes it easier to collect and share data across jurisdictions. Provide law enforcement support and assist with investigation and prosecution.

As part of this grant initiative implementation, the City of St. Petersburg will subaward funds to smaller agencies to assist with implementing technology to collect and share technology across jurisdictions. The Bradenton Police Department will use the subaward to purchase video surveillance and license plate reader technology compatible with the Bradenton Police Department's current systems, thereby enhancing the department's ability to identify suspects, vehicles, and obtain video evidence.

The equipment will be strategically deployed on 14th Street West (US 41:Tamiami Trail)) in Bradenton. This area serves as the anchor thoroughfare for the 14th Street Community Redevelopment Area – CRA and is traditionally recognized as a hot spot for human trafficking activity in the city.

For this project, the proposed Avigilon cameras and Vigilant LPR systems will be strategically deployed on 14th Street West (US 41-Tamiami Trail) between 9th Avenue and 26th Avenue West. At this time, the Bradenton Police Department does not have any video cameras nor any LPRs deployed within that geographic area.

To combat human trafficking, the use of video surveillance and plate reader technology allows investigators to monitor suspects, vehicles, locations, and operations safely. Law enforcement officials can remotely surveil, and ultimately record targets and gather valuable intelligence. The equipment listed in this proposal will augment our ability to identify suspects and conduct criminal investigations, while allowing us to continue sharing such information with both local and regional law enforcement partners.

EXHIBIT B

- Four (4) Avigilon 8-megapixel Bullet Cameras with solar power and wireless uplink capability:

o Cost per Unit ($5,448.50 x 4)	$21,794.00
o Installation Supplies and Materials	$274.91
o Labor	$8,908.00
o Shipping	$641.56
Total	**$31,618.47**

- Three (3) Vigilant L5Q LPR Camera Systems networked to Vigilant's LEARN database:

o Cost per Unit ($3,675.00 x 3)	$10,125.00
Total	**$10,125.00**

GRAND TOTAL	**$41,743.47**

EXHIBIT C

City's Award Terms and Conditions (Grant Award)

EXHIBIT D

Subrecipient's Legal Name: City of Bradenton
Subrecipient's Address: 101 Old Main St. Bradenton, FL. 34205
Subrecipient's Email Address: cityclerk@cityofbradenton.com
Subrecipient's FEIN Number: 59-6000283

Federal Award ID Number: 2019-VT-BX-K008

Federal Award Date: 9/29/2019

Subaward Period of Performance Start and End Date: 8/1/2023- 9/30/2023

Subaward Budget Period Start and End Date: 8/1/2023- 9/30/2023

Amount of Federal Funds Obligated by this Agreement: 41,743.47

Total Amount of Federal Funds Obligated to Subrecipient: 41,743.47

Federal Award Project Description: Subaward to assist partnering agency in obtaining needed equipment to increase information collect and sharing.

Name of Federal Awarding Agency: Department of Justice

Name of Pass-Through Entity: City of St. Petersburg

Contact Information for the Pass-Through Entity: Megan McGee 727-892-5242

CFDA Number: 16.320

CFDA Name: Services for Trafficking Victims

Award is Research and Development: Yes ____ No ___X__

Indirect Cost Rate for Award: N/A

U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General *Washington, D.C. 20531*

September 29, 2019

Mr. Thomas Greene
City of St. Petersburg
175 Fifth Street North
P.O. Box 2842
St. Petersburg, FL 33731-0000

Dear Mr. Greene:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Enhanced Collaborative Model Task Force to Combat Human Trafficking in the amount of $741,556 for City of St. Petersburg.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Maria Anderson, Program Manager at (202) 598-7381; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures

Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 29, 2019

Mr. Thomas Greene
City of St. Petersburg
175 Fifth Street North
P.O. Box 2842
St. Petersburg, FL 33731-0000

Dear Mr. Greene:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Cooperative Agreement

PAGE 1 OF 18

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of St. Petersburg
175 Fifth Street North P O Box 2842
St. Petersburg, FL 33731-0000

4. AWARD NUMBER: 2019-VT-BX-K008

5. PROJECT PERIOD FROM 10/01/2019 TO 09/30/2022
BUDGET PERIOD FROM 10/01/2019 TO 09/30/2022

6. AWARD DATE 09/29/2019

7. ACTION: Initial

2a. GRANTEE IRS/VENDOR NO.
596000424

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO
073194920

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
Tampa Bay Human Trafficking Task Force

10. AMOUNT OF THIS AWARD $ 741,556

11. TOTAL AWARD $ 741,556

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY19(BJA - Human Trafficking) 22 USC 7105(b)(2)(A)

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.320 - Services for Trafficking Victims

15. METHOD OF PAYMENT
GPRS

[redacted] AGENCY APPROVAL [redacted] | [redacted] GRANTEE ACCEPTANCE [redacted]

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Thomas Greene
Assistant City Administrator

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE
10/25/19

[redacted] AGENCY USE ONLY [redacted]

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB	POMS	AMOUNT
X	B	VT	80	00	00		741556

21. UVTUGT1164

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

   Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

   References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

   On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

   Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

   Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

   In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

   A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmts.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection

   The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

   A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

TG

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

   If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

   The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

   The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

   The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

   This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

TB

SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or

SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

TG

SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

TG

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm.

TG

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

TG

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. Recipient certifies that it does not promote, support, or advocate the legalization or practice of prostitution, nor will it use grant funds or program match funds to promote, support, or advocate the legalization or practice of prostitution.

32. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

33. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Cooperative Agreement

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

34. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2019-VT-BX-K008 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

35. All program authority and responsibility inherent in the Federal stewardship role shall remain with the Bureau of Justice Assistance (BJA). BJA will work in conjunction with the recipient to routinely review and refine the work plan so that the program's goals and objectives can be effectively accomplished. BJA will monitor the project on a continual basis by maintaining ongoing contact with the recipient and will provide input to the program's direction, in consultation with the recipient, as needed.

36. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

    "This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

    The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

37. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

38. Justification of consultant rate

    Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

39. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

    This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

TB

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Cooperative Agreement

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

40. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at https://www.gsa.gov/forms-library/federal-financial-report), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

41. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

45. The recipient understands and agrees to track and report data on all training and technical assistance activities and deliverables using the guidance, format, or tool provided by the Program Office or OJP.

46. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

47. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

TG

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

48. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

TB

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION SHEET

Cooperative Agreement

PROJECT NUMBER 2019-VT-BX-K008 AWARD DATE 09/29/2019

SPECIAL CONDITIONS

52. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed $5,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient's budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of St. Petersburg

The purpose of this award is to support the development and enhancement of multidisciplinary human trafficking task forces that implement collaborative approaches to combat all forms of human trafficking, including sex and labor trafficking of both foreign nationals and U.S. citizens (of all genders and ages), within the United States. The task force will implement victim-centered, collaborative and sustainable approaches to: identify victims of all types of human trafficking; investigate and prosecute sex trafficking and labor trafficking cases at the local, state, tribal, and federal levels; and, address the individualized needs of victims through the provision of a comprehensive array of quality services. Awards will be made to a lead law enforcement agency and a lead victim service provider within each task force.

None of the following activities will be conducted either under the OJP federal action or a related third party action: 1) New construction; 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain; 3) A renovation which will change the basic prior use of a facility or significantly change its size; 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment; or 5) Implementation of a program involving the use of chemicals. Consequently, the subject federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment or a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.

Office of Justice Programs

Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER	PAGE 1 OF 1
2019-VT-BX-K008	

This project is supported under FY19(BJA - Human Trafficking) 22 USC 7105(b)(2)(A)

1. STAFF CONTACT (Name & telephone number)	2. PROJECT DIRECTOR (Name, address & telephone number)
Maria Anderson (202) 598-7381	Shrimatee Ojah-Maharaj 175 Fifth Street N St. Petersburg, FL 33731 (727) 892-5180

3a. TITLE OF THE PROGRAM	3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)
Category 1: Task Force Capacity Building and Infrastructure Development	

4. TITLE OF PROJECT

Tampa Bay Human Trafficking Task Force

5. NAME & ADDRESS OF GRANTEE	6. NAME & ADRESS OF SUBGRANTEE
City of St. Petersburg 175 Fifth Street North P.O. Box 2842 St. Petersburg, FL 33731-0000	

7. PROGRAM PERIOD	8. BUDGET PERIOD
FROM: 10/01/2019 TO: 09/30/2022	FROM: 10/01/2019 TO: 09/30/2022

9. AMOUNT OF AWARD	10. DATE OF AWARD
$ 741,556	09/29/2019

11. SECOND YEAR'S BUDGET	12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD	14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Enhanced Collaborative Model Task Force to Combat Human Trafficking Program is designed to support the development and enhancement of multidisciplinary human trafficking task forces that implement collaborative approaches to combat all forms of human trafficking, including sex and labor trafficking of both foreign nationals and U.S. citizens (of all sexes and ages), within the United States. The task forces will implement victim-centered and coordinated approaches to: identify victims of all types of human trafficking; investigate, refer, and prosecute sex trafficking and labor trafficking cases at the local, state, tribal, and federal levels; and, address the individualized needs of victims through quality services. This award will be made to the City of St. Petersburg who will work in collaboration with Selah Freedom to implement this project within the Middle District of Florida.

CA/NCF

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Emergency Management Debris Site Agreement

SUGGESTED ACTION: Council to approve agreement with Tropicana Brands Products and authorize the Mayor to sign on behalf of the City.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City requires debris collection and processing for severe weather events. Public Works has worked with Tropicana to have access to a remote +/- 10 acre parcel for debris collection and processing if required during this hurricane season. The agreement outlines the terms of insurance, maintenance, and restoration of the site following use for debris management.

Staff will upload the agreement once finalized.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Yes

SUGGESTED MOTION:
Motion to approve the Emergency Management Debris Site Agreement.

ATTACHMENTS:

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Shemeka Standifer, Human Resources

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: CuraLinc Employee Assistance Program Services Agreement

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the recommendation of the City's Agent of Record, Brown & Brown, the Insurance & Benefits Committee unanimously voted in favor of the recommendation. CuraLinc provides a national network for employees and their dependents to receive Employee Assistance through the Employee Assistance Program (EAP).

FINANCIAL IMPACT:
A cost savings from $6.31 per employee per month to $1.20 per employee per month.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve CuraLinc for the Employee Assistance Program.

ATTACHMENTS:
Employee Assistance Program Services Agreement

Employee Assistance Program (EAP) Services Agreement

THIS AGREEMENT is made and entered into on ***July 20, 2023*** by and between ***City of Bradenton***, a Florida municipal corporation (herein after referred to as Company), located at 101 Old Main Street W., Bradenton, FL 34205, and CuraLinc, LLC, otherwise known as CuraLinc Healthcare, an Illinois corporation (herein after referred to as CuraLinc), located at 314 W. Superior St., Suite 601, Chicago, IL 60654. The parties of this Agreement, in consideration of the mutual covenants and stipulations set forth herein, agree as follows:

I. CONTRACT TERM

The Initial Term of this Agreement shall commence on ***October 1, 2023*** (the "Effective Date") and continue through ***September 30, 2026***. Thereafter, this Agreement shall automatically be renewed for successive one (1) year terms, unless either party has notified the other in writing of its intention not to renew this Agreement at least 90 days prior to the anniversary.

Early Termination for Convenience: Notwithstanding the foregoing, Company shall have the right to terminate this Agreement for convenience at any time upon sixty (60) days written notice to CuraLinc. In the event of such termination, Company shall be responsible only for fees and compensation earned by CuraLinc prior to the effective date of such termination. However, if Company elects to terminate this Agreement within twelve months of the Effective Date, Company shall pay to CuraLinc an early termination fee in an amount equal to the fees for the first three (3) months of the Program..

II. DEFINITIONS

The following definitions apply to this Agreement:

1. **"Agreement"** means the contents of this document in full, including attachments incorporated herein by reference.

2. **"Allocation Value"** applies to Company's bank of onsite CISM, Topical Training and Benefit Training hours and refers to a reduction of said hours if a notice to cancel is not provided to CuraLinc within 48 hours of the event.

3. **"Assessment"** refers to an element of the intake into the Program that includes a telephonic evaluation of the CIEBD's Presenting Issue(s).

4. **"Benefit Training"** consists of an Orientation Meeting(s) to describe the Program to CIEBDs.

5. **"Benefits"** means the services to which CIEBD's are entitled under the Employee Assistance Program Services Agreement.

6. **"Covered Employee(s)" ("CE")** refers to benefit-eligible employees of the Company.

7. **"Covered Individuals and Eligible Beneficiaries/Dependents" ("CIEBD")** refers to benefit-eligible employees of the Company and their family members who are eligible for the services described herein. Eligible Beneficiaries/Dependents include, but are not limited to, spouses, domestic

partners and children, up to age 26.

8. **"Covered Services"** means the services described in this Agreement. Any services not explicitly set forth in this Agreement are not included as part of this Agreement.

9. **"Critical Incident(s)"** refers a traumatic event that occurs at the workplace or to a crisis that negatively impacts the workforce.

10. **"Critical Incident Stress Management Services" ("CISM")** will be provided for Critical Incidents. These services will be handled face-to-face, whenever possible, or telephonically, when a face-to-face appointment cannot be arranged.

11. **"Distance Counseling"** refers to a Short-Term Counseling approach that takes the best practices of traditional counseling and adapts them for delivery to clients via electronic means in order to maximize the use of technology-assisted counseling techniques.

12. **"eConnect®"** refers to CuraLinc's proprietary Distance Counseling platform.

13. **"EAP Provider"** refers to the licensed mental health professionals employed by, or under contract with, CuraLinc to provide services to CIEBDs.

14. **"Employee Assistance Program" ("EAP" or "Program")** An EAP is a service for CIEBDs to provide confidential assessments, Short-Term Counseling and referrals to address their Presenting Issue(s).

15. **"Employee Count"** refers to the number of Covered Employees eligible for EAP services.

16. **"Event of Default"** refers to delinquent or non-payment of the fees outlined in this Agreement.

17. **"Fee for Service"** entails invoicing and payment for non-Agreement services on a mutually agreed upon hourly rate.

18. **"Initial Term"** refers to the first time period covered under this Agreement, at the end of which the Agreement will either terminate or be renewed.

19. **"Limitation"** means the maximum number of sessions available to a CIEBD per separate Presenting Issue brought to the Program.

20. **"Mental Health Navigator"** refers to a web and mobile tool that guides CIEBDs to a personalized set of resources within the Program.

21. **"Plan Implementation"** means the tasks required by the Company and CuraLinc in order to implement the services covered within this Agreement.

22. **"Presenting Issue"** means the problem or concern for the CIEBD to receive assistance through the Program. These issues include, but are not limited to: family and marital problems; relationship problems; substance abuse; emotional distress; depression; anxiety; grief and loss; domestic and workplace violence; and legal and financial concerns.

23. **"Short-Term Counseling"** refers to a series of counseling sessions available under the Program. Short-Term Counseling sessions are intended to be applied to Presenting Issue(s) in which the EAP Provider believes can be reasonably and appropriately resolved within the Program.

24. **"SupportLinc"** is the brand name for the Employee Assistance Program (EAP) offered by CuraLinc.

25. **"Textcoach®"** refers to a technology-based forum that allows CIEBDs to confidentially and securely exchange text messages, voice notes and resources with an EAP Provider.

26. **"Topical Training"** refers training provided to supervisors, managers and staff of the Company about issues related to the workplace, to include stress management, communication, identification and referral of employee problems.

27. **"Work/Life Services"** refers to information concerning local community and/or professional resources for dependent care (parenting, childcare, aging, eldercare, education, etc.), legal and financial concerns. Work/Life Services do not include Short-Term Counseling.

III. SERVICES PROVIDED BY CURALINC

CuraLinc hereby agrees to perform or assist in the performance of the following services for Company.

1. Provide on-going consultation for the Company's EAP, to include the overall design, development, implementation and management of the Program.

2. Provide telephonic access to the Program 24 hours per day, seven days per week, 365 days per year.

3. Provide an intake Assessment including, but not limited to: gathering psychosocial history; identifying Presenting Issue(s), evaluating treatment and substance abuse history; completing a risk profile for the CIEBD; and developing the appropriate care plan.

    a. If the Presenting Issue(s) can be resolved within the framework of the EAP's Short-Term Counseling model, CuraLinc will provide clinical consultation and individual case management to CIEBDs, which will include:

        i. In-the-moment support and, if necessary, immediate crisis counseling.

        ii. Short-Term Counseling.

            1. Referral for up to ***five (5) sessions*** per Presenting Issue (the Limitation).

            2. At the CIEBD's discretion, the aforementioned sessions may be delivered either in-person or via CuraLinc's eConnect℠ platform.

        iii. Post-case referral to an appropriate professional or helping agency, when appropriate.

        iv. Follow-up on each case to determine success of the rehabilitation process or need

for further assistance.

b. If the initial Assessment reveals that treatment is required beyond the scope of the EAP, CuraLinc will provide the CIEBD with appropriate referrals for providers or facilities that are in the CIEBD's community or benefit plan network.

i. CuraLinc will verify the CIEBD's eligibility.

ii. CuraLinc will educate the CIEBD regarding the upcoming sequence of events.

iii. CuraLinc will give the CIEBD names and contact information of in-network providers or facilities that are appropriate for his/her condition.

4. Assist in the internal promotion of the Program, including the development of an engagement strategy, which may include the preparation and delivery of posters, flyers, wallet cards, introductory letters, electronic messages and newsletters.

5. Provide activity reports that include aggregated trends and utilization from the Program, but do not include information about individual CIEBD participants.

6. Create and provide an EAP web platform customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.

7. Create and provide an EAP mobile platform customized for Company that includes, but is not limited to, information, articles, resource search engines, audio and video files, "how-to" guides, a form to schedule a call back or request more information, a comprehensive topical resource library, Textcoach®, Mental Health Navigator and online educational and training seminars.

8. Provide Work/Life Services as described below:

a. **Legal Consultation**: Each CIEBD is entitled to Telephonic Legal Services and In-Person Legal Services as described below at no cost. All additional costs following the consultation will be identified by the attorney in the retainer agreement, which must be agreed to in advance by the CIEBD, who is solely responsible for payment for services delivered beyond the scope of the Program. Excluded services are any matters involving current or prior work-related issues of the eligible employee or dependents, or any issues related to Company. Legal content is also available on the Program's web or mobile portals.

i. **Telephonic Legal Consultation**: CuraLinc will provide the CIEBD with one thirty-minute telephonic consultation from an attorney who: has been licensed to practice law in the forum state for at least ten (10) years; has no public record of non-administrative discipline within the last ten (10) years; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment. The attorney shall provide, via telephone and at no cost to the CIEBD, up to thirty minutes of

time to answer general questions of law according to the applicable state law.

ii. **In-Person Legal Consultation**: CuraLinc will provide the CIEBD with one thirty-minute office consultation from an attorney or law firm that: is duly licensed to practice law in the CIEBD's forum state; has a managing or operating partner with a minimum of five (5) years' experience from the date admitted to the bar of the forum state; carries malpractice insurance; and has not been convicted of any felony or crime involving moral turpitude, been the subject of any non-administrative public discipline in any jurisdiction, or been the subject of a malpractice action or judgment.

b. **Financial Consultation**: Each CIEBD is entitled to consultation with financial counselor or budget specialist who can address questions on all matters of financial management including debt reduction, home buying, budgeting, foreclosure prevention, bankruptcy prevention, financial goal-setting, estate/financial planning, identity theft recovery and credit report review. Brief consultations without an appointment are available any weekday, Monday through Friday, or for up to an hour by appointment. In appropriate circumstances, a referral to non-profit service provider(s) may be suggested to further address the CIEBD's need. Financial content is also available on the Program's web or mobile portals.

c. **Child Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.

d. **Elder Care Resource and Referral Services** – Each CIEBD is entitled to unlimited access to referral services, mapping and reference library materials including telephonic consultation to assess need, financial ability, geographic limitations, facility/provider credentials and licensure and unlimited access to information materials offered through CuraLinc. It is understood that the selection of a facility/provider is the responsibility of the CIEBD. The delivery of the aforementioned materials is to be provided to CIEBD by CuraLinc and/or available through the Program's web or mobile portals.

e. **Convenience Resource and Referral Services** – Each CIEBD is entitled to unlimited telephone consultation on enhanced services/convenience services that include, but are not limited to, diet and nutrition, smoking cessation, clubs/associations, kennels/pet care, relocation services, home repair, automobile services, etc. Costs associated with membership and retention of services will be the sole responsibility of the CIEBD.

9. Training and Critical Incident Stress Management Services as described below:

a. **Training** – CuraLinc provides a comprehensive array of customized workshops and personal development modules designed to make employees more effective and to amplify the availability of the Program. CuraLinc will provide onsite or virtual Topical or Benefit Training sessions to CEs, selected from the most current version of CuraLinc's training

catalog.

b. **Critical Incident Stress Management** – Incidents such as workplace violence, robbery, a natural disaster, suicide or a workplace accident can leave employees shocked, distracted and unable to perform their job effectively. Even non-violent acts, such as the natural death of an employee, spouse or child, can be temporarily debilitating. CISM services are offered to CEs following these traumatic events.

   i. **Level I (Referral)**: CuraLinc will provide unlimited telephonic consultation to Company and to CEs, as well as distribution of educational materials and program flyers for all impacted CEs. CEs (and, if applicable, family members) have around-the-clock access to the Program for in-the-moment support, if necessary. ***Level I responses, which do not include onsite resources, are included on an unlimited basis at no additional cost.***

   ii. **Level II (Onsite Response)**: CuraLinc will provide all services included in a Level I response, plus the coordination and delivery of onsite CISM services in the workplace. The purpose of onsite CISM services is to provide impacted CEs (and, if applicable, family members) with an opportunity to discuss their reactions to the event, to provide education and coping skills for managing reactions, and to assist CIEBDs who need additional services with linkage to the most appropriate resources, including the EAP. Onsite Critical Incident Stress Management may be delivered individually or in a group setting. CuraLinc will provide consultation regarding the most clinically appropriate timing, location and modality of services, based on the nature of the event. A written response plan, which outlines the goals and objectives for the response, as well as the plan for follow-up, is provided for all Level II Onsite Response services.

c. CuraLinc will provide Company with a bank of ***two (2) hours*** of Topical or Benefit Training, or Level II CISM services, per calendar year at no additional cost. ***At additional cost to Company and only at Company's request***, additional in-person Topical or Benefit Training, or Level II CISM services, are available for $225.00 per hour.

   i. Additional fees may apply if a Topical or Benefit Training session is not scheduled with CuraLinc at least 45 days before the event.

   ii. Company will be responsible for the Allocation Value or cost of a Topical or Benefit Training session, or a Level II CISM response, if a notice to cancel is not provided to CuraLinc within 48 hours of the event.

   iii. If the number of CEs covered by the Program changes by twenty percent (20%) or more from the Employee Count referenced in Appendix A, CuraLinc reserves the right to adjust the aforementioned bank of hours with thirty (30) days' notice to Company.

10. ***At additional cost to Company and only at Company's request***, any additional onsite services will be provided for $225.00 per hour.

IV. WARRANTIES AND REPRESENTATIONS

CuraLinc represents and warrants that: (i) CuraLinc is and will remain a company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) those providing Covered Services on CuraLinc's behalf (including, but not limited to, employees and permitted subcontractors) shall have the proper skill, training and experience to provide Covered Services, and must be subject to binding written confidentiality agreements with CuraLinc under which they shall hold Company's confidential information and CIEBD's Personal Health Information (PHI) in strict confidence; and (iii) CuraLinc will perform all Covered Services with requisite care, skill and diligence, in accordance with all applicable laws, rules, regulations, orders and industry best standards. These warranties are in lieu of all other warranties, including all warranties or merchantability, fitness for particular purpose or other warranties, express or implied.

V. INDEMNIFICATION

Intentionally omitted.

VI. PAYMENT

In Consideration for the above-mentioned services, Company agrees to pay CuraLinc a sum of ***one dollar and twenty cents ($1.20)*** per Covered Employee per month. The initial payment will be based on the Employee Count referenced in Appendix A. For subsequent payments, Company will provide CuraLinc with an updated Employee Count on a quarterly basis.

If, at any time, the number of Covered Employees eligible for the Program varies from the Employee Count referenced in Appendix A by twenty percent (20%) or more, CuraLinc reserves the right to adjust the aforementioned price for the Program with thirty (30) days' notice to Company. Notwithstanding the foregoing, ***the aforementioned price(s) will be guaranteed to the Company until September 30, 2026.***

The Program will be invoiced on a quarterly basis, thirty (30) days in advance of the first day of the quarter. The fee for the Program shall be calculated based upon the number of Covered Employees designated as eligible as of the start of each period. Payment is due by the first day of the billing period. A finance charge of 2.0% of unpaid invoices will be assessed each month for any amounts that are not the subject of a good faith dispute and are unpaid past the due date. If this Agreement terminates for any reason prior to the expiration of a period for which Company has paid the aforementioned fees, then CuraLinc shall refund to Company that portion of the fees that relate to the unexpired portion of the period.

After the Initial Term, CuraLinc may impose a three percent (3%) increase to the pricing set forth in this Agreement by providing Company with written notice of its intent to do so no later than one hundred and twenty (120) days prior to the first day of the subsequent term. CuraLinc may impose similar increases for each successive renewal period by providing Company with written notice of its intent to do so no later than one hundred and twenty (120) days prior to the first day of the subsequent term.

VII. ADDITIONAL TERMS AND CONDITIONS

1. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties with respect to

the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, oral or written, with respect to the subject matter of this Agreement. No change, modification, addition or amendment of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

2. **Severability.** To the extent that any one or more of the provisions of this Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected or impaired thereby.

3. **Headings.** The headings and captions of this Agreement have been included solely for convenience of reference and shall in no way define, limit or describe any of the provisions of this Agreement.

4. **Intellectual Property**. The Covered Services and all other materials provided by CuraLinc hereunder, including, but not limited to, all manuals, reports, records, programs, data and other materials, and all intellectual property rights in each of the foregoing, are the exclusive property of CuraLinc and its suppliers. The trademarks, service marks, logos and product and service names of CuraLinc are trademarks of CuraLinc (the "CuraLinc Marks"). Company agrees not to display or use the CuraLinc Marks in any manner inconsistent with the purpose and intent of this Agreement.

5. **Eligibility**. Company agrees that it will not knowingly permit any ineligible party to use the Covered Services, other than users authorized by CuraLinc.

6. **Jurisdiction and Choice of Law**. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Florida without regard to conflicts of laws provisions thereof.

7. **Waiver**. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of any such provision, or prevent such party thereafter from enforcing such provision or any other provision of this Agreement.

8. **Attorneys' Fees**. If any legal action, arbitration, or any other proceeding is brought for the interpretation or enforcement of this Agreement because of any alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' and accounting fees and costs incurred in such proceeding, together with any other relief to which the prevailing party may be entitled.

9. **Notice**. Proper notice to each party as often required by this Agreement means delivery by U.S. mail or by facsimile. Delivery is considered to be made on the date that such correspondence is placed in the postbox and addressed to the party on the address set forth on the first page of this Agreement in the case of U.S. Mail, or as of the date of transmission in the case of facsimile.

10. **No Presumption Against Drafting Party**. This Agreement shall not be construed or interpreted for or against either Party because said Party drafted any of its provisions.

11. **Assignability**. This Agreement may be assigned by CuraLinc with written notice to Company, but in no case shall assignment change the terms of the Agreement. The Agreement shall be binding upon the Company's heirs, successors and assigns.

12. **PUBLIC RECORDS**. CuraLinc shall comply with the requirements of Florida's Public Records laws, specifically including the following:
    A. CuraLinc shall keep and maintain public records required by the Company in order to perform the service;
    B. Upon request from the Company, provide the Company 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 Florida Statutes, Chapter 119, or as otherwise provided by law;
    C. CuraLinc shall ensure 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 CuraLinc does not transfer the records to the Company;
    D. CuraLinc shall upon completion of the contract, transfer, at no cost, to the Company all public records in possession of CuraLinc or keep and maintain public records required by the Company to perform the service. If CuraLinc transfers all public records to the Company upon completion of the contract, then CuraLinc shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CuraLinc keeps and maintains public records upon completion of the contract, then CuraLinc shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Company, upon request from the Company's custodian of public records, in a format that is compatible with the information technology systems of the Company; and,
    E. CuraLinc acknowledges that all information contained relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF CURALINC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO CURALINC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY OF BRADENTON CUSTODIAN OF PUBLIC RECORDS AT:
CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

13. **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. CuraLinc hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CuraLinc 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. CuraLinc 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 CuraLinc 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 Company.

IN WITNESS WHEREOF, the parties hereto have executed this agreement between Company and CuraLinc on the day and year first above written.

City of Bradenton

By: _____

Its:

_____
Date

CuraLinc, LLC (d.b.a. CuraLinc Healthcare)

By: _____
Sean Fogarty

Its: President and Chief Executive Officer

_____
Date

APPENDIX A
COVERED EMPLOYEE HEADCOUNT

As of the Effective Date, the number of Covered Employees eligible for the Program (the "Employee Count") is as follows:

United States: 559

APPENDIX B
PERFORMANCE GUARANTEES

CuraLinc will place up to 10% of the Company's premium for Employee Assistance Program (EAP) services at risk based on a minimum achievement of the metrics below.

Metric	Standard	Premium At-Risk
SupportLinc EAP Utilization	Annualized program utilization[1] will be at or greater than 5% of the employee population.	2%
Member Satisfaction	90% of the Company's covered members will indicate satisfaction with the EAP.	2%
Speed to Answer	The average speed to answer for all calls into the EAP will be at or less than 15 seconds.	1%
Abandonment Rate	A maximum of 5% of calls into the EAP will not be abandoned with in a given year.	1%
Network Access	99% of employees have access to one or more EAP network providers within 20 miles of their home (10 miles if Urban).	1%
Report Delivery	EAP utilization reports will be delivered within 31 days of the end of each period.	1%
Client Satisfaction: Implementation[2]	Company will indicate satisfaction with the EAP installation process.	1%
Emergency (High Risk) Cases	100% of Emergency cases will be reviewed by CuraLinc's Clinical Director	1%

[1] Program utilization guarantee is valid if Company follows CuraLinc's recommended marketing strategy.

[2] Based on annual or quarterly analysis by each Company's plan sponsor(s).

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Disposition of CRA owned property located at 1021 6th Street Court East - PUBLIC HEARING

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

On March 2, 2023 an advertisement to dispose of the CRA owned property in the Central CRA district located at 1021 6th Street Ct E. (PID 4598410159) was published in the Bradenton Herald.

Between March 2, 2023 and March 31, 2023, three offers were received.

On May 25, 2023 the CRA Board made a motion to instruct staff to negotiate a purchase and sale contract with Alma Colvin and Katrina Colvin for a CRA owned property.

The offer made by the Buyer was an all-cash offer for $25,000. The offer being

made is less than market value for the aforementioned property.

Per Florida Statute 163.380 (2); In the event the value of such real property being disposed of is for less than the fair value, such disposition shall require the approval of the governing body, which approval may only be given following a duly noticed public hearing.

On August 11, 2023, an advertisement duly noticing a public hearing for the disposition of the CRA owned property for under market value date of August 23, 2023, was published in the Bradenton Herald.

ATTORNEY REVIEW/RECOMMENDATION:
Yes/Approve

SUGGESTED MOTION:

Motion to approve the CRA of the City of Bradenton to enter into a purchase and sale contract with Alma Colvin and Katrina Colvin for the CRA owned property located at 1021 6th Street Court East for under fair market value.

ATTACHMENTS:
1021 6th Street Court East Disposition Overview

1021 6th Street Court East
PID: 4598410159
Single Family Residence
1,496 Square Feet
Built: 1999

3 Bedroom

2 Bath

Lot Size:
6,850 Square Feet

Opinion of Market Value:
$117,000

Purchased by the Central Community Redevelopment Agency in March 2006 for $180,000.
Ownership transferred to the CRA January 2016

MANATEE COUNTY
PROPERTY APPRAISER
CHARLES E. HACKNEY

Property Record Card

Created at: https://www.manateepao.gov on August 15, 2023

Parcel ID:	4598410159
Ownership:	COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON FLORIDA
Owner Type:	GOVERNMENT
Mailing Address:	COMMUNITY REDEVELOPMENT AGENCY OF THE, CITY OF BRADENTON FLORIDA, 101 12TH ST W, BRADENTON FL 34205-7865
Situs Address:	1021 6TH STREET CT E, BRADENTON FL 34208-2517
Jurisdiction:	CITY OF BRADENTON
Tax District:	0021; CITY OF BRADENTON
CRA/TIF District:	C; CENTRAL CRA
Market Area:	09; CENTRAL BRADENTON
Sec/Twp/Rge:	36-34S-17E
Neighborhood:	4050; W1/2 25 S MANATEE AV & N1/2 NW 36/34/17
Parcel Type:	REAL PROPERTY
Parcel Created:	10/28/1998
Map Number:	4B36
Land Use:	8900; MUNICIPAL
Land Size:	0.1573 Acres or 6,850 Square Feet
Building Area:	1,496 SqFt Under Roof / 1,240 SqFt Living or Business Area / 1,496 SqFt Residential Impervious Area
Living Units:	1
Residential Bldgs:	1



CRA
CITY OF Bradenton
COMMUNITY REDEVELOPMENT AGENCY
THE HEART OF THE CITY

1021 6th Street Court East(3)



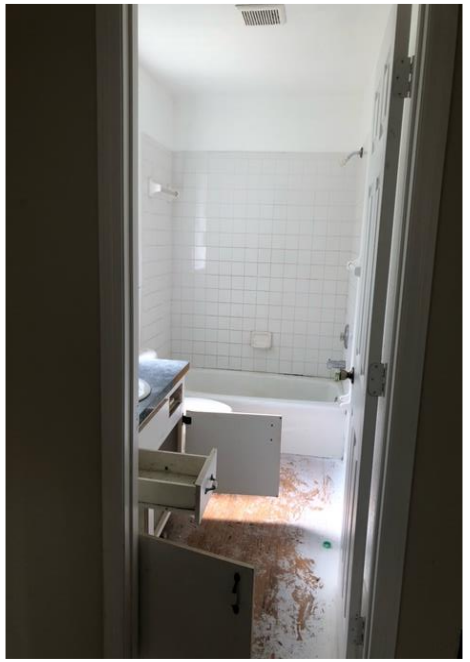













204

Summary and Considerations

On June 15, 2022 the CRA Board made a motion that was carried out with a 5-0 vote that the CRA was no longer interested in the business of being landlords.

On February 23, 2023 the CRA Board made a motion to approve an advertisement for a call of offers for the property.

On March 2, 2023 an advertisement to dispose of the CRA owned property in the Central CRA district located at 413 10th Avenue E. (PID 4607700004).

Offers were received on March 31, 2023.

On May 25, 2023 the CRA Board made a motion to instruct staff to negotiate a purchase and sale contract with Alma Colvin and Katrina Colvin for the aforementioned CRA owned property.

Property seems to be in poor condition based on staff visual inspections.

Staff has reached a value opinion of the property in a range of $100,000 - $110,000.

Selling will add the properties to the tax roll, increasing the Tax Base.

CRA will save on the costs to for property insurance and maintenance.

Attached to the purchase and Sale Agreement will be a Redevelopment Agreement.

Home will be renovated by Buyer and will no longer be vacant.

McClatchy

Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee
The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
Island Packet
Kansas City Star
Lexington Herald-Leader
Merced Sun-Star
Miami Herald
el Nuevo Herald - Miami
Modesto Bee
Raleigh News & Observer
The Olympian
Sacramento Bee
Fort Worth Star-Telegram
The State - Columbia
Sun Herald - Biloxi
Sun News - Myrtle Beach
The News Tribune Tacoma
The Telegraph - Macon
San Luis Obispo Tribune
Tri-City Herald
Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
35970	454732	Print Legal Ad-IPL01352110 - IPL0135211		$135.72	2	57 L

Attention: Karen Kyser

CITY BRADENTON
101 12TH ST W
BRADENTON, FL 34205

accountspayable@cityofbradenton.com

CITY OF BRADENTON, FLORIDA
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN: DISPOSITION OF PROPERTY OWNED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON FOR UNDER MARKET VALUE

THE CITY OF BRADENTON CITY COUNCIL WILL HOLD A PUBLIC HEARING TO REVIEW THE DISPOSITION OF COMMUNITY REDEVELOPMENT AGENCY (CRA) OWNED PROPERTY LOCATED AT 1021 6th STREET COURT EAST, BRADENTON, FLORIDA 34208. THE CITY COUNCIL WILL REVIEW THE PROPOSED DISPOSITION OF CRA PROPERTY. FOLLOWING THE PUBLIC HEARING THE CITY COUNCIL SHALL APPROVE OR DENY THE DISPOSITION OF THE CRA PROPERTY FOR UNDER MARKET VALUE.

THE PUBLIC HEARING WILL BE HELD ON AUGUST 23, 2023 TO RECEIVE COMMENT ON THE PROPERTY THAT WILL BE CONVEYED. THE PUBLIC HEARING WILL BE HELD DURING THE REGULARLY SCHEDULED CITY COUNCIL MEETING AT 8:30 A.M. AT CITY HALL COUNCIL CHAMBERS, 101 OLD MAIN STREET, BRADENTON, FLORIDA 34205.

For questions or additional information, please contact the Acting CRA Executive Director at 941-932-9488 or christopher.munyon@bradentonFL.gov.
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
941-932-9470
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

According to Section 286.0105, Florida Statutes, if any person decides to appeal any decision made by City Council with respect to any matter to be considered at the meeting or hearing, he/she will need a record of the proceeding and for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record would include any testimony and evidence upon which the appeal is to be based.

Publish once: August 11, 2023 .
IPL0135211
Aug 11 2023

THE STATE OF TEXAS
COUNTY OF DALLAS

Before the undersigned authority personally appeared Crystal Trunick, who, on oath, says that she is a Legal Advertising Representative of The Bradenton Herald, a daily newspaper published at Bradenton in Manatee County, Florida; that the attached copy of the advertisement, being a Legal Advertisement in the matter of Public Notice, was published in said newspaper in the issue(s) of:
1 insertion(s) published on:

08/11/23

THE STATE OF FLORIDA
COUNTY OF MANATEE

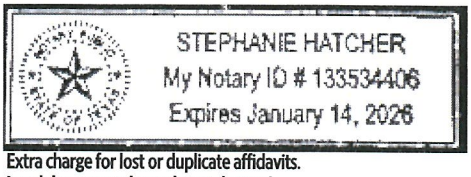
Affidavit further says that the said publication is a newspaper published at Bradenton, in said Manatee County, Florida, and that the said newspaper has heretofore been continuously published in said Manatee County, Florida, each day and has been entered as second-class mail matter at the post office in Bradenton, in said Manatee County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Crystal Trunick

Sworn to and subscribed before me this 11th day of August in the year of 2023

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Phillip Waller, Police

ITEM TYPE: Agreement

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Edward Byrne Memorial Justice Assistance Grant (JAG) Program - PUBLIC HEARING

SUGGESTED ACTION: Approve

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The Bradenton Police Department has been awarded funds through the Edward Byrne Memorial Justice Assistance Grant Program for the fiscal year 2023. The Department is requesting to use the funds to purchase a TruNarc Handheld Narcotics Scanner in an effort to better protect our staff from lethal drugs in the field and help identify unknown drugs that cannot be tested using traditional field test kits.

FINANCIAL IMPACT:
There will be no financial impact to the City of Bradenton. The awarded funds fully cover the item we are requesting to purchase.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the City of Bradenton Fiscal Year 2023 Proposed Plan for the awarded Edward Byrne Memorial Justice Assistance Grant (JAG) Program.

ATTACHMENTS:

City of Bradenton

Proposed Plan for the Fiscal Year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program

Public Comment & Plan Availability Period:	July 25, 2023 to August 25, 2023
Posted to City's Webpage:	July 25, 2023
Governing Body Notified of Grant Opportunity	June 30, 2023
Governing Body Consideration for Adoption:	August 23, 2023
Application Submission:	August 28, 2023

Table of Contents

Overview

City of Bradenton Proposed Use of Funds

Program Narrative
Budget Narrative and Budget
Detail Budget
Review Narrative

Public Advertisement as to Plan Availability for Public Comment

Appendix

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. Bureau of Justice Assistance (BJA) will award JAG Program funds to eligible units of local government as described in this FY 2023 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

City of Bradenton Proposed Use of Funds

The City of Bradenton proposes to use its fiscal year 2023 Edward Byrne Memorial Justice Assistance Grant (JAG) formula program funds as a means to purchase one (1) Fisher Scientific TruNarc Handheld Narcotics Analyzer and one (1) TruNarc Solution Kit Type H.

Program Narrative

The City of Bradenton is located along the west-central coast of Florida. The Bradenton Police Department has an authorized police force of 123 officers dedicated to serving a community of approximately 64,000 residents, with an average of more than 3 million visitors to the Bradenton area each year.

The Bradenton Police Department proposes using the FY 2023 Local Edward Byrne Memorial Justice Assistance Grant funds to purchase one (1) Fisher Scientific TruNarc Handheld Narcotics Analyzer and one (1) TruNarc Solution Kit Type H. The Bradenton Police Department has responded to 624 labeled drug calls in 2021, 462 drug related calls in 2022, and 251 drug related calls in 2023 (as of July 20, 2023). So far, 2023 is on track to surpass 2022 and either meet or surpass 2021. The arrests and cases primarily take place in high-crime areas of the city that are plagued with violent crime. As studies have shown, there is a correlation between drugs and violent crimes, which affects residents of the community in several different ways.

Additionally, our community has been a victim of multiple overdoses from various drugs. In 2021, 193 people suffered overdoses with multiple drug-related deaths, and in 2022, 141 overdoses with multiple drug-related death. As of July 13, 2023, the City of Bradenton has had seventy-five (75) overdoses with multiple drug-related deaths during this calendar year.

The City of Bradenton has been working with community partners and surrounding agencies for several years to combat illegal drug use and sales. Since fentanyl has become a prominent drug in the area recently, our officers and civilian staff have been trying to find safer ways to deal with the influx of this dangerous drug and others. With the ability of fentanyl to be hidden within other drugs, and the dangers other illegal drugs present, field tests and additional tests are often done in less than favorable conditions, and have the potential for exposure and contamination. By utilizing the TruNarc Handheld Narcotics Analyzer, officers and civilians will be able to test for multiple illegal substances by eliminated the need to directly contact the substance and created a safer environment when handling dangerous drugs.

Florida, and the City of Bradenton, has seen the population grow, and the department must possess the necessary resources to leverage emerging technology to direct such resources efficiently and effectively. The equipment listed in this proposal is essential to enhance the ability to identify dangerous, illegal drugs, protect staff, and lead to successful prosecutions. This technology will augment our ability to conduct criminal investigations and share information with our local law enforcement partners. The Bradenton Police Department will continue to work collaboratively with our community partners to strengthen community policing, reduce the fear and incidence of crime, and develop safe communities for our residents. The purchase and implementation of the TruNarc Handheld Narcotics Analyzer will afford the police department the ability to analyze substances, preserve evidence of criminal behavior, and provide a safer environment for officers and civilians staff by reducing the direct handling of these drugs.

The goal of this grant proposal meets the JAG requirements by providing equipment to enhance law enforcement programs, aid in successful prosecution, target violent crime areas, and be a major part of drug enforcement programs.

After the program, data will be summarized, compared, and reported as required by the Department of Justice. The Bradenton Police Department is capable and confident in our ability to fulfill this proposal as we seek to reduce crime and raise the quality of life for our stakeholders.

Budget Narrative and Budget

Equipment

1. **TruNarc Handheld Narcotics Analyzer**

The City of Bradenton has been faced with increasing amounts of overdoses related to dangerous drugs and an increase in the intake of these items, both for criminal prosecution and destruction if there is no arrest.

The TruNarc Handheld Narcotics Analyzer tests for approximately 500 different substances, including narcotics stimulants, depressants, hallucinogens, and analgesics. The use of the analyzer eliminates direct contact with the substance(s) to deliver a clear, real-time presumptive test of the evidence. The unit also provided an automated, tamper-proof record of the scan results to assist in prosecution.

Traditional presumptive tests require direct contact with the substance to remove a small amount for testing. Multiple tests may be required if the substance has not received a positive presumptive test, thereby using more of the evidence. In the event the substance is not identified, and arrest cannot be made and additional lab work is required. By using the TruNarc Handheld Narcotics Analyzer, officers will not only have the ability to test for hundreds of substances without repeated tests, the analyzer can be used through the packaging in most cases. This allows officers in the field and civilian support staff safer environments when handling potential lethal drugs.

We are requesting the use of funds to purchase a TruNarc Handheld Narcotics Analyzer to provide higher accuracy testing to aid in successful prosecution.

The cost of the TruNarc Handheld Narcotics Analyzer is **$32,302.31**.

2. **TruNarc Solution Kit**

To work in conjunction with the Handheld Narcotics Analyzer, the funds will be used to purchase a TruNarc Type H Solution Kit. This kit allows the analyzer to properly function and scan for illegal substances.

The cost of the TruNarc Solution Kit H is **$133.69.**

Total JAG Fiscal Year 2023 Equipment Costs **$32,436.00**.

Detail Budget

Total JAG Allotment	$32,436
Equipment	
- TruNarc Handheld Narcotics Analyzer	$32,302.31
- TruNarc Solution Kit Type H	$133.69
Total Equipment Cost	$32,436
Leveraged Funds	$0
Total Fiscal Year 2023 JAG Budget	**$32,436.00**

REVIEW NARRATIVE

The proposed plan was provided to the governing body for review on June 30, 2023, and will be considered by City Council on August 23, 2023. The application will be submitted on August 28, 2023 to the Department of Justice. Public comment will be allowed during the public hearing considering the plan adoption on August 23, 2023, during a regularly scheduled City Council meeting. The plan will be made available for public review and comment for 30 days before submission.

The following timeline will be followed during this application process:

Public Notice Advertisement:	July 25, 2023
Public Comment & Plan Availability Period:	July 25, 2023 to August 25, 2023
Posted to City's Webpage:	July 25, 2023
Governing Body Notified of Grant Opportunity	June 30, 2023
Governing Body Consideration for Adoption:	August 23, 2023
Application Submission:	August 28, 2023

The proposed plan will be available to the public via the City's webpage, www.cityofbradenton.com, and is available at both City Hall and Bradenton Police Department.

Public comment will also be allowed during the public hearing considering the plan adoption on August 23, 2023, during a regularly scheduled City Council meeting. Any comments will be forwarded to the DOJ for review.

City of Bradenton

ADVERTISEMENT NOTICE OF FUNDING AVAILABILITY & NOTICE OF CITIZEN COMMENT PERIOD

The City of Bradenton has received notice from the U.S. Department of Justice of its proposed allocation of the $32,436 Justice Assistance Grant (JAG) Program (A maximum of 10% of the funds may be used for planning and administration).

The City's proposed plan identifying how it intends to use these funds will be available for public review at the following locations:

City of Bradenton webpage - www.cityofbradenton.com
City of Bradenton - 101 Old Main Street, Bradenton, FL 34205
Bradenton Police Department - 100 10th Street West, Bradenton, FL 34205
Bradenton Police Department webpage – www.bradentonpd.com

Citizen comments will be received from **July 25, 2023, through close business day, August 25, 2023**. The City Council will conduct a public hearing and consider adopting the recommended application during the **August 23, 2023**, City Council meeting commencing at 8:30 AM. All comments received during the citizen input period will be forwarded with the grant application submittal to the Department of Justice.

City of Bradenton
C/O Captain Phillip E. Waller
2023 Justice Assistance Program
100 10th St West
Bradenton, Florida 34205

For more information, please contact Captain Phillip E. Waller at 941-932-9300.

APPENDIX

Budget Detail Summary

Equipment Request:	Federal: $32,436	Non-Federal: $0	Total: $32,436
Total Direct Costs:	Federal: $32,436	Non-Federal: $0	Total: $32,436
Total Project Costs:	Federal: $32,436	Non-Federal: $0	Total: $32,436

Total Federal Request: $32,436

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Pam Skelding, Administrative Services

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4014 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING CHAPTER 46, ARTICLE III, SECTION 46-62 TO REVISE QUORUM REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action required at first reading. The second reading and public hearing is scheduled for September 13, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Affordable Housing Advisory Committee (AHAC) would like to change the quorum requirements for the Committee. Currently, to meet a quorum there needs to be five members present at a meeting. Having five members present given the fluctuating number of members has been difficult. Ordinance 4014 changes the requirements for a quorum from five members in attendance to a majority of active members being in attendance.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney S. Rudacille has reviewed, revised and approved the revisions.

SUGGESTED MOTION:
No action required at first reading. The second reading and public hearing is scheduled for September 13, 2023.

ATTACHMENTS:
Ordinance 4014

ORDINANCE NO. 4014

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE; AMENDING CHAPTER 46, ARTICLE III, SECTION 46-62 TO REVISE QUORUM REQUIREMENTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 420.9076, Florida Statutes, the City established Sections 46-62 of the City of Bradenton's Code of Ordinances (the "City's Code") to establish an affordable housing advisory committee and to outline its requirements, powers, and duties;

WHEREAS, Section 420.9076, Florida Statutes, requires at least 8 but not more than 11 affordable housing advisory committee members;

WHEREAS, Section 420.9076, Florida Statutes, is silent as to how quorum is established at meetings;

WHEREAS, Section 46-62 of the City's Code provides that the City's affordable housing advisory committee shall consist of nine (9) members and that five members shall constitute quorum;

WHEREAS, the City wishes to revise Section 46-62 of the City's Code to specifically state that in order to constitute a quorum, there must be a majority of the advisory committee's then appointed members present;

WHEREAS, the City finds it is in the City's best interest to make this revision to ensure that the affordable housing advisory committee is able to carry out its duties and make recommendations to the City in accordance with Section 420.9076, Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Amended Code Language.

Sec. 46-62. Affordable housing advisory committee.

(a) *Creation.* The affordable housing advisory committee ("advisory committee") is hereby created and established. The members of the advisory committee shall be appointed by resolution of the city council.

(b) *Definition of "affordable housing."* The term "affordable housing" is defined in the city's comprehensive plan and such definition shall govern the terms of this section.

(c) *Number of members; quorum; types of members.* The advisory committee shall consist of nine members. ~~Five members shall constitute a quorum.~~ The advisory committee may not take formal action unless a quorum is present but may meet to hear presentations if duly noticed. In order to constitute a quorum, there must be a majority of the advisory committee's then appointed members present at the meeting.

Membership of the advisory committee shall include one member of city council, two members of the public at large, and one representative from at least six of the categories below:

(1) One citizen who is actively engaged in the residential building industry in connection with affordable housing;

(2) One citizen who is actively engaged in the banking and mortgage industry in connection with affordable housing;

(3) One citizen who is a representative of those areas of labor engaged in home building in connection with affordable housing;

(4) One citizen who is actively engaged as an advocate for low income persons in connection with affordable housing;

(5) One citizen who is actively engaged as a for-profit provider of affordable housing;

(6) One citizen who is actively engaged as a real estate professional in connection with affordable housing;

(7) One citizen who is actively engaged as a not-for-profit provider of affordable housing;

(8) One citizen who actively serves on the local planning agency pursuant to F.S. § 163.3174. If the local planning agency is comprised of the governing

board of the county or municipality, the governing board may appoint a designee who is knowledgeable in the local planning process;

(9) One citizen who resides within the jurisdiction of the local governing body making the appointments;

(10) A citizen who represents employers within the jurisdiction;

(11) A citizen who represents essential services personnel, as defined in the local housing assistance plan.

(d) *Terms.* Members of the advisory committee shall serve two-year terms and may be reappointed for subsequent terms. Appointments shall be made by the mayor with the approval of the city council. All members of the advisory committee shall serve until their respective successors have been appointed and qualified; provided, that the terms of the original members may be staggered so that all terms may not expire simultaneously. Each appointment to fill a vacancy shall be for the unexpired term and shall likewise be made by the mayor with approval of the city council.

(e) *Meetings.* Meetings of the advisory committee shall be held monthly for the first year of committee existence.

(f) *Compliance with public meeting and record laws.* All meetings of the advisory committee are public meetings and the advisory committee shall comply with the public records law and the special provisions regarding notice regarding plan considerations found in F.S. § 420.9076. Minutes of the meetings shall be kept by the city clerk or his designee.

(g) *Officers.* The advisory committee shall annually elect a chairperson, vice-chairperson and such other officers as it deems necessary. The chairperson is charged with the duty of conducting meetings in a manner consistent with law.

(h) *Support.* Staff, administrative and facility support for the advisory committee shall be provided by the city.

(i) *Review of policies, procedures, and regulations.* The advisory committee shall review the established policies and procedures, ordinances, land development regulations and adopted local comprehensive plan of the city and shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value.

(j) *Recommendations.* Recommendations of the advisory committee may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions. At a minimum, the advisory committee shall make recommendations on affordable housing incentives in the following areas:

(1) The affordable housing definition in the appointing resolution.

(2) The expedited processing of permits for affordable housing projects.

(3) The modification of fee requirements, including reduction or waiver of fees and alternative methods of fee payment.

(4) The allowance of increased density level.

(5) The reservation of infrastructure capacity for housing for very low income persons and low income persons.

(6) The transfer of development rights as a financing mechanism for housing for very low income persons and low income persons.

(7) The reduction of parking and setback requirements.

(8) The allowance of zero lot lines.

(9) The modification of sidewalk and street requirements.

(10) The establishment of a process by which the city considers, before adoption, procedures and policies that have a significant impact on the cost of housing.

(k) *Inclusion of other incentives.* The advisory committee's recommendations shall also include other affordable housing incentives identified by the advisory committee.

(l) *Quantification of housing cost reduction.* To the maximum extent feasible, the approved affordable housing incentive recommendations submitted to the city council must quantify the affordable housing cost reduction anticipated from implementing the specific recommendation.

(m) *Adoption of housing incentive recommendations.* Within nine months from the adoption of this article, the advisory committee shall make recommendations approved by a majority of its membership at a public hearing. Notice of the time, date and place of the public hearing of the advisory committee to adopt final affordable housing incentive recommendations shall be published in a newspaper of general paid circulation in the city. Such notice shall contain a short and concise summary of the affordable housing incentive recommendations to be considered by the advisory committee. The notice shall also state the public place where a copy of the tentative advisory committee recommendation can be obtained by interested persons.

(n) *Local elected official membership.* The local elected official serving on the housing committee, or a local elected designee, must attend biannual regional workshops convened and administered under the affordable housing catalyst program as provided in F.S. § 420.531(2). If the local elected official or a locally elected designee fails to attend three consecutive regional workshops, the state housing development corporation may withhold funds pending the person's attendance at the next regularly scheduled biannual meeting.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification upon taking effect.

Section 4. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect on _____.

FIRST READING	August 23, 2023
PUBLICATION DATE	August 25, 2023
SECOND READING	September 13, 2023

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

3871012v1

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4015 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, SECTION 18-36 OF THE CODE OF ORDINANCES, ENTITLED "UNSAFE STRUCTURES" TO PROVIDE FOR THE CITY COUNCIL TO HEAR APPEALS RELATING TO UNSAFE STRUCTURES AND TO ADD AN APPEAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is requested at this meeting. This is the required first reading of the Ordinance. The second reading and public hearing is scheduled for September 13, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Chapter 18, Article II, Section 18-36 of the Code of Ordinances provides for the regulation of unsafe structures. The Code currently provides that the Construction Trade Board is the body to hear such appeals. As the City has encountered difficulties in constituting the board, the City Council will appoint itself as the body to hear appeals under the unsafe structure provisions. The City will also charge a fee for appeals in order to offset the administrative costs associated with

conducting said appeals.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
No action is required at this meeting. This is the required first reading of the Ordinance. The second reading and public hearing is scheduled for September 13, 2023.

ATTACHMENTS:
Ordinance 4015

ORDINANCE NO. 4015

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 18, ARTICLE II, SECTION 18-36 OF THE CODE OF ORDINANCES, ENTITLED "UNSAFE STRUCTURES" TO PROVIDE FOR THE CITY COUNCIL TO HEAR APPEALS RELATING TO UNSAFE STRUCTURES AND TO ADD AN APPEAL FEE; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 18, Article II, Section 18-36, of the City's Code of Ordinances provides for the regulation of unsafe structures; and

WHEREAS, the Code currently provides that the construction trade board is the body that hears such appeals, but the City has encountered difficulties in constituting the board; and

WHEREAS, the City Council desires to appoint itself as the body that will hear appeals under the unsafe structures provisions; and

WHEREAS, the City also desires to charge a fee for any appeal under Chapter 18, Article II, Section 18-36 to offset administrative costs associated with conducting the appeal hearings; and

WHEREAS, the City Council for the City of Bradenton believes it is in the City's best interests to make certain revisions to its Code of Ordinances to provide for City Council to be the body that hears appeals under Chapter 18, Article II, Section 18-36, and to provide for a fee for any such appeals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The foregoing Whereas clauses are hereby adopted as findings.

Section 2. Amended Code Language.

A. Chapter 18, Article II, Section 18-36(d), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(d) – Definitions.

(1) In this section, unless the context otherwise requires:

Approved means approved by the building official or other authority having jurisdiction.

~~*Board* means the city construction trade board~~.

Building means any structure built for the support, shelter or enclosure of person, animals, chattels or property of any kind which has enclosing walls for

50 percent of its perimeter. The term "building" shall be construed as if followed by the words "or part thereof". For the purpose of this section, each portion of a building separated from other portions by a fire wall shall be considered a separate building. Buildings located in areas of special flood hazard shall be defined as set forth in 44 CFR (Code of Federal Regulations). Section 59.1.

Building Official means the officer or other designated authority charged with the administration and enforcement of the Florida Building Code, or his or her duly authorized representative.

Department means the building department or other agency charged with the administration and enforcement of the Florida Building Code.

Notice means attempted communication via US Mail, Publication and Posting.

Owner means any person, agent, firm or corporation having a legal or equitable interest in the property.

Order means required attention or action, effective immediately and is made by "placarding".

Posted means attempted communication through physical sign media displayed on site and posted into the ground.

Structure means that which is built or constructed.

Temporarily safe means as determined by the building official and shall not be construed to imply entirely mitigated, remediated, complied with, or reduced in order.

Unsafe building or unsafe structure means any building or structure that has any of the following conditions, such that the life, health, property or safety of its occupants or the general public is endangered:

a. Any means of egress or portion thereof is not of adequate size or is not arranged to provide a safe path of travel in case of fire or panic.

b. Any means of egress or portion thereof, such as but not limited to, fire doors, closing devices and fire resistive rating, is in disrepair or in a dilapidated or nonworking condition such that the means of egress could be rendered unsafe in case of fire or panic.

c. The stress in any material, member or portion thereof, due to all imposed loads including dead load, exceeds the stresses allowed in the Florida Building Code for new buildings or structures or the applicable building code in effect at the time of construction for existing buildings or structures.

d. The building, structure or portion thereof has been damaged by fire, flood, earthquake, wind or other cause to the extent that the structural integrity of the building or structure is less than it was prior to the damage and is less than the minimum requirement established by the Florida Building Code for new buildings or structures or the applicable building code in effect at the time of construction for existing buildings or structures.

e. Any exterior appendage or portion of the building or structure is not securely fastened, attached or anchored such that it is capable of resisting wind, seismic or similar loads as required by the Florida Building Code for new buildings or structures or the applicable building code in effect at the time of construction for existing buildings and structures.

f. The building, structure or portion thereof is manifestly unsafe or unsanitary for the purpose for which it is being occupied.

g. The building, structure or portion thereof as a result of decay, deterioration or dilapidation is likely to fully or partially collapse.

h. The building, structure or portion thereof has been constructed or maintained in violation of a specific requirement of the Florida Building Code, the applicable building code in effect at the time of construction, or a city, county or state law.

i. Any building, structure or portion thereof is in such a condition as to constitute a public nuisance.

j. Any building, structure or portion thereof is unsafe, unsanitary or not provided with adequate egress, or constitutes a fire hazard, or is otherwise dangerous to human life, or constitutes a hazard to safety or health by reason of inadequate maintenance, dilapidation, obsolescence or abandonment.

k. Any building, structure or portion thereof has been declared unsafe, by the building official pursuant to any former city code or ordinance and has not been repaired or demolished in compliance with said former city code or ordinance.

(2) Words not defined in this section shall have the meanings stated in Webster's current New Collegiate Dictionary, as revised.

B. Chapter 18, Article II, Section 18-36(e), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(e) – Administration and Enforcement.

(e) Administration and enforcement.

(1) The provision of this section shall be administered and enforced by the building official.

(2) Right of entry.

a. The building official or his authorized representative may enter any building, structure or premises at all reasonable time to make an inspection or enforce any of the provisions of this section.

b. When entering a building, structure or premises that is occupied, the building official shall first identify himself, present proper credentials and request entry. If the building, structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other persons having charge of the building and demand entry. If entry is refused, the building official or his authorized representative shall have recourse to every remedy provided by law to secure entry.

(3) The building official and other authorized representatives are hereby authorized to make such inspections and take such actions as may be required to enforce the provisions of this section.

(4) Any requirement necessary for the strength or stability of an existing or proposed building or structure, or for the safety or health of the occupants thereof, not specifically covered by this section, shall be determined by the building official in accordance with the Florida Building Code or other approved standard, subject to appeal to ~~the board~~ City Council.

(e) Nothing contained in this section shall be deemed to waive sovereign immunity by the city or to impose any personal liability on any officer, employee or ~~member~~ agent of the ~~board~~ City acting in the discharge of his or her duties under this section.

C. Chapter 18, Article II, Section 18-36(g), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(g) – Notices.

(g) Notices.

(1) The building official shall prepare and issue a written notice directed to the owner of record of the building or structure. The notice shall contain, but not be limited to, the following information:

a. The street address and legal description of the building, structure or premises.

b. A statement indicating the building or structure has been declared unsafe by the building official, and a detailed report documenting the conditions determined to have rendered the building or structure unsafe under the provisions of this section.

c. A statement advising that if the following required action as determined by the building official is not commenced within or completed by the time specified the building official may cause the work to be done and all costs incurred charged against the property and/or the owner of record:

1. If the building or structure is to be repaired, the notice shall require that all necessary permits be secured and the work commenced within 60 days and continued to completion within such time as the building official determines. The notice shall also indicate the degree to which the repairs must comply with the provisions of the Florida Building Code.

2. If the building or structure is to be vacated, the notice shall indicate the time within which vacation is to be completed.

3. If the building or structure is to be demolished, the notice shall require that the premises be vacated, all required permits for demolition be secured and the demolition be completed within such time as determined reasonable by the building official.

d. A statement advising that any person having any legal interest in the property may appeal the notice by the building official to ~~the board~~ City Council, that such appeal shall be in writing and shall be filed with the building official within 30 days from the date of the notice, and that failure to appeal in the time specified will constitute a waiver of all rights to an administrative hearing.

D. Chapter 18, Article II, Section 18-36(i), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(i) – Appeals

(i) *Appeals*

(1) Any person entitled to service of notice may appeal any action of the building official, except extensions of time, under this section to ~~the board~~ City Council. Such appeal shall be filed in writing with the building official within 30 days from the date of service and shall be accompanied by a $100.00 appeal fee. Said appeal shall contain at least the following information:

a. Identification of the building or structure concerned by street address or legal description.

b. A statement identifying the legal interest of each appellant.

c. A statement identifying the specific order of section being appealed.

d. A statement detailing the issue(s) on which the appellant desires to be heard.

e. The legal signatures of all appellants and their official mailing addresses.

(2) Upon receipt of any appeal, the building official shall, as soon as practicable, fix a date, time and location for the hearing of the appeal by ~~the board~~ City Council. Written notice of the date, time and location of the hearing shall be delivered personally or mailed to each appellant at the address on the appeal by certified mail, postage prepaid, return receipt requested.

(3) ~~The board~~ City Council shall provide for the interpretation of the provisions of this section. The hearing on the appeal shall be conducted in accordance with rules of procedure adopted by ~~the board~~ City Council.

(4) The hearing shall offer the appellant reasonable opportunity to be heard on only those specific matters or issues raised by the appellant in his or her appeal. Failure of any person to appear at the hearing shall constitute a waiver of his or her right to an administrative hearing.

(5) Except for a vacation order, enforcement of any notice issued by the building official under the provisions of this section shall be held in abeyance during the course of appeal before ~~the board~~ City Council.

E. Chapter 18, Article II, Section 18-36(j), of the Code of Ordinances shall be revised to read in its entirety as follows:

Sec. 18-36(j) – Implementation.

(j) Implementation.

(1) Any person who, after the order of the building official or the decision of ~~the board~~ City Council becomes final, fails or refuses to respond to the direction of such order, may be prosecuted as provided by law, including, but not limited to, section 1-15.

(2) The repair or demolition of any unsafe building or structure as required in the notice by the building official or the final decision by ~~the board~~ City Council shall be performed in an expeditious and workmanlike manner in accordance with the requirements of this section, the Florida Building Code, all other applicable codes and accepted engineering practice standards.

(3) No person shall obstruct or interfere with the implementation of any action required by the final notice of the building official or the final decision of ~~the board~~ City Council. Any person found interfering with or obstructing such actions shall be prosecuted as provided by law, including, but not limited to, section 1-15.

Section 3. Codification. The City Clerk shall ensure that this Ordinance be submitted for codification of the language herein upon taking effect.

Section 4: Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict**.**

Section 5. Severability. If any provision of this Ordinance or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by Florida law.

FIRST READING	August 23, 2023
PUBLICATION DATE	
SECOND READING	

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS __th DAY OF _____, 2023.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Collective Bargaining Agreement between the City of Bradenton and the Florida Police Benevolent Association (Officers, Detectives, and Sergeants)

SUGGESTED ACTION: Approve collective bargaining agreement between the City of Bradenton and the Florida PBA (Officers, Detectives, and Sergeants), effective October 1, 2023 through September 30, 2026.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton and the Florida Police Benevolent Association, (Officers, Detectives, and Sergeants), reached a Tentative Agreement that was ratified by the union on August 16, 2023. Requesting City Council approval of Collective Bargaining Agreement effective October 1, 2023 through September 30, 2026.

FINANCIAL IMPACT:
Per agreement.

ATTORNEY REVIEW/RECOMMENDATION:
City of Bradenton Labor Attorney, Greg Hearing from Gray Robinson.

SUGGESTED MOTION:
Motion to approve the collective bargaining agreement with the Florida PBA (Officers, Detectives, and Sergeants), effective October 1, 2023 through

September 30, 2026.

ATTACHMENTS:
2023-26 PBA Contract (Officers, Detectives, and Sergeants)

A

Contract Between

The City of Bradenton, FL

And

Florida Police Benevolent Association

(Officers, Detectives, and Sergeants)

Effective

October 1, 2023

through

September 30, 2026

TABLE OF CONTENTS

	AGREEMENT	1
	PREAMBLE	2
ARTICLE 1	RECOGNITION	3
ARTICLE 2	MANAGEMENT RIGHTS	4
ARTICLE 3	NON-DISCRIMINATION	5
ARTICLE 4	DUES DEDUCTION	6
ARTICLE 5	P.B.A. REPRESENTATION	8
ARTICLE 6	P.B.A. BUSINESS	9
ARTICLE 7	BULLETIN BOARD	10
ARTICLE 8	GRIEVANCE AND ARBITRATION	11
ARTICLE 9	STRIKES AND LOCKOUTS	14
ARTICLE 10	FUNERAL LEAVE	15
ARTICLE 11	MILITARY LEAVE	16
ARTICLE 12	HOLIDAY LEAVE BENEFITS	17
ARTICLE 13	VACATION LEAVE	19
ARTICLE 14	SICK LEAVE	21
ARTICLE 15	DISABILITY LEAVE / WORKERS' COMPENSATION	24
ARTICLE 16	ACTING OFFICER	25
ARTICLE 17	SENIORITY AND REDUCTION IN FORCE	26
ARTICLE 18	MAINTENANCE OF CONDITIONS	28
ARTICLE 19	SAVINGS CLAUSE	29
ARTICLE 20	WORK WEEK AND OVERTIME	30
ARTICLE 21	PERSONAL PROPERTY	35
ARTICLE 22	PAY PLAN	36
ARTICLE 23	UNIFORM CLEANING SERVICES	39
ARTICLE 24	JURY DUTY	40
ARTICLE 25	PERSONNEL RECORDS	41
ARTICLE 26	SUBSTANCE TESTING	42
ARTICLE 27	EDUCATIONAL INCENTIVE	44
ARTICLE 28	HEALTH AND DISABILITY INSURANCE	45
ARTICLE 29	ANNUAL PHYSICAL AND CANCER SCREENING	46
ARTICLE 30	LONGEVITY PAY	47
ARTICLE 31	LEAVE DONATION	48
ARTICLE 32	UNION MEETINGS AND E-MAIL	49
ARTICLE 33	TRAINING	50

ARTICLE 34	LABOR MANAGEMENT COMMITTEE	51
ARTICLE 35	LIGHT DUTY	52
ARTICLE 36	PENSION	56
ARTICLE 37	DURATION	58
APPENDIX A	PAY PLAN	60

AGREEMENT

This Agreement is entered into effective October 1, 2023 between the City of Bradenton, Florida, hereinafter referred to as the "City" or "Employer" and the Florida Police Benevolent Association, Inc., hereinafter referred to as the "PBA."

PREAMBLE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

There shall be no individual arrangement contrary to the terms provided herein.

ARTICLE 1
RECOGNITION

The City hereby recognizes the PBA as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes, and all rules and regulations promulgated thereto, for all employees within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1170, dated September 15, 1997.

The bargaining unit includes all permanent/full time employees employed by the City of Bradenton Police Department in the classifications of Police Officer, Master Patrol Officer, Detective, Detective Grade 1, and Police Sergeant.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1.
Except as expressly limited by any provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to subcontract its operations in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project; to establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to establish, implement and maintain an effective Internal Security Procedure; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.
If it is determined in the sole discretion of the City that civil emergency conditions exist including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, providing that wage rates, overtime and other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this agreement.

Section 3.
The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement by reason of PBA membership or activity or lack of PBA membership or activity. It is the intent of the parties to comply with all applicable federal and state discrimination laws.

The City and the PBA agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status, membership or non-membership in any labor organization, as provided by law, except that the PBA shall not be required to process grievances or provide services for employees who are not members of the PBA.

ARTICLE 4
DUES DEDUCTION

Section 1.
Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA membership dues. The following form shall be provided by the City.

AUTHORIZATION FOR DEDUCTION OF PBA DUES

I hereby authorize the City of Bradenton to deduct from my wages the current bi-weekly PBA dues and to transmit this amount to the Treasurer of the PBA.

I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

_____ _____

Date Signed

_____

Employee Number

Section 2.
The PBA will initially notify the City as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA dues shall be similarly certified to the City and shall be done at least 60 days in advance of the effective date of such change.

Section 3.
Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

Section 4.
The payroll deduction shall be revocable by the employee notifying the City in writing on the following form:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the City of Bradenton to stop deducting from my wages the current normal bi-weekly dues for the PBA.

I understand that I am responsible to review my own paycheck and to make sure that the deductions have been stopped.

_____ _____

Date Signed

_____

Employee Number

THE CITY SHALL NOTIFY PBA OF ANY REVOCATION.

Section 5.
The City shall deduct $60.00 as an annual service fee from the PBA to cover the Administrative costs involved in dues deductions. The amount will be invoiced to the PBA in October of each year.

Section 6.
In the event of a properly filed revocation by a member, failure to stop deducting the dues shall result in the City paying to the member all dues deducted after receipt of said notice.

ARTICLE 5
PBA REPRESENTATION

Section 1.
PBA Representation During Collective Bargaining Negotiations

A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The PBA will furnish the City with a written list of the PBA's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.

B. The employer shall recognize PBA representatives for the purpose of collective bargaining as authorized by the President of the PBA.

C. The employer will make every effort to release recognized PBA officials, who are Police Department employees, to participate in collective bargaining negotiation sessions as representatives of the PBA. Up to three (3) PBA bargaining unit representatives shall be permitted to attend each bargaining session without the need to utilize PBA business pool time and without loss of pay or accrued leave.

Section 2.
PBA Representation During The Term of The Contract

A. The names of all PBA representatives shall be given in writing to the City as well as any change in such list prior to the effective date of their assuming duties of representation.

B. The employer shall recognize three (3) PBA representatives, as authorized by the President of the PBA or his or her designee for the conduct of Labor/Management relations between the employer or Police Department.

C. Recognized PBA representatives who are employees of the Bradenton Police Department, shall be allowed to communicate official PBA business to employees prior to being checked on duty and after the employees have been checked off duty at the end of their shift. City work hours shall not be used by employees or PBA representatives for conducting Union meetings or the promotion of Union affairs.

Section 3. Indemnification
The City of Bradenton shall defend members of the bargaining unit against civil and criminal prosecution in accordance with Florida Statutes, as these laws may be amended from time to time.

ARTICLE 6
P.B.A. BUSINESS

Section 1.
PBA officials who are employees of the Bradenton Police Department and recognized by the Employer as PBA representatives may be granted time off, up to a maximum of two (2) employees in any one instance, by departmental management to conduct business in connection with the Florida Police Benevolent Association, Inc.

Times off for PBA business will be without loss of straight time pay by using pool time, provided:

A. A written request for the use of PBA pool time is submitted through the chain of command to the appropriate superior officer at least seventy-two (72) hours in advance of the time off, or verbal permission may be obtained from the representative's immediate supervisor in the case of unforeseen emergencies.

B. Sufficient manpower is available on his or her regular shift to properly staff the department/unit during the absence of the PBA officials as determined by the appropriate superior officer.

C. Approval by the appropriate superior officer in advance of the use of pool time, except in emergencies as provided in Part A above.

Section 2.
Employees covered by this agreement may donate a minimum of one (1) hour of compensatory time per year toward a PBA business pool time account.

Section 3.
Unused time in the PBA business pool time account will be carried into the next fiscal year.

ARTICLE 7
BULLETIN BOARD

Section 1.
The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

A. Notices of PBA elections and results of elections.
B. Notices of PBA meetings and minutes of same.
C. Notices of PBA recreational and social affairs.
D. Notices to PBA members concerning wages, hours and working conditions.
E. Notices that are approved, in writing, by the Chief. The Chief's decision shall be final and shall not be subject to the grievance procedure.

All notices posted shall be signed by an Officer of PBA and a duplicate copy of each notice shall be delivered or faxed to the office of the Chief at the time the notice is posted.

Any material found on the Bulletin Board, not in compliance with this Section, shall be removed by an appropriate City Official and given to the appropriate PBA Official.

Section 2.
All costs in preparing and posting of PBA notices shall be borne by the PBA.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1.
The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this Grievance and Arbitration procedure, but only to the extent set forth below.

In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement. The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.

Section 2.
A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall contain a short statement of the facts giving rise to the grievance, the section(s) of the agreement alleged to have been violated, the date(s) of the alleged violation, the specific remedy sought, the date of submission and response from the Informal Step (if applicable), and shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the same information shall be included but the grievance will be signed by an officer of the Union, who shall also identify the employees on whose behalf the grievance is filed. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section(s) so identified. Discipline shall be subject to this grievance procedure only where it involves the suspension, demotion or discharge of employees other than those in an initial probationary period. Oral or written reprimands may only be grieved through Step 2. An employee on a promotional probationary period may not grieve a return to the former rank held. Moreover, where a matter regarding discipline could be appealed through multiple forums, then only one appeal shall be permitted, with the grievant electing the process to be used at the outset pursuant to Section 447.401, Florida Statutes.

At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have the Union representative in attendance to assist him or her. For the purpose of this article, workdays shall not be defined with reference to the individual Grievant or Grievants, but rather shall mean 0800 to 1700 hours, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance was filed in a timely manner.

Section 3.

The grievance procedure shall be administered in the following manner:

Informal Step: The aggrieved employee shall meet with the City non-bargaining unit supervisor at the lowest level capable of resolving the grievance and shall orally discuss the grievance within five (5) working days of when the Grievant knew or should have known of the event giving rise to the grievance. If the individual to whom the grievance has been presented orally lacks the authority to resolve the grievance, he or she shall refer the Grievant to the appropriate management official. The official shall make a decision and orally communicate it to the Grievant within five (5) working days of presentation of the grievance. Only individual and not class grievances are subject to the Informal Step. The failure of an employee to present a grievance at the informal step shall not be a basis for denial if the grievance is timely presented at Step 1.

Step 1. The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the appropriate Assistant Chief or designee. The filing of a grievance shall be done within ten (10) working days of when the Grievant knew or should have known of the event giving rise to the grievance or receipt of the informal Step response, as applicable.

The appropriate Assistant Chief or designee shall meet with the Grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the Grievant within ten (10) working days from the date of the meeting.

Step 2. If the grievance is not resolved at Step 1, the Grievant shall present the original grievance, together with the appropriate Assistant Chief's or designee's response, to the Police Chief or designee, within ten (10) working days of the date the Grievant received the appropriate Assistant Chief's or designee's response. The Grievant may at the time of appeal to Step 2 request a meeting with the Police Chief or his/her designee. Upon receipt of the grievance, the Police Chief may request a meeting with the Grievant. Within ten (10) working days of the later of his or her receipt of the grievance or a meeting held pursuant to Step 2, the Police Chief or his/her designee shall provide his/her answer to the grievance.

Section 4.

If the grievant is dissatisfied with the grievance resolution issued by the Police Chief, the grievance may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

a) Within ten (10) working days from the decision of the Police Chief or designee at Step 2, the Union must notify the Chief of its intention to arbitrate. Within fifteen (15) working days of the notice of intent to arbitrate, the Police Chief and the Union shall meet for a final opportunity to resolve the grievance. If that effort is unsuccessful, the Union shall within thirty (30) working days request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list.

Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be borne by the losing party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

b) The arbitrator shall arbitrate only the issues presented.

c) In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause," as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the City. If the arbitrator finds that "Just Cause" existed, the discipline must be sustained. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the City occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its inclusion in the same disciplinary grouping as the transgression which is the subject of the arbitration.

d) Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the Grievant.

e) All time limits set forth in the above Article may be extended by mutual written agreement of the parties.

Section 5.
Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. If any grievance is not submitted within the time limits as prescribed in every step, it shall be considered untimely and deemed void. Failure by Management to observe time limits for any step of the grievance procedure shall result in automatic advancement of the grievance to the next step. However, the grieving employee or the Union must notify the next step that the time limit has expired resulting in an appeal to the next step.

ARTICLE 9
STRIKES

Section 1.
The PBA agrees that during the term of this Agreement it will not authorize, instigate, condone, excuse, ratify or acquiesce in any strike, slowdown, work stoppage, picketing or any other like or similar activity likely to interfere with the efficient operation of the City's affairs. Moreover, should such activity occur, the PBA agrees to expressly and publicly disavow support for such activity.

Section 2.
Should the PBA or its member employees included in the collective bargaining unit breach Section 1 of this Article, then the City may proceed to a court of competent jurisdiction, and without notice, obtain an injunction against PBA and/or its member employees. The City may also take any other action authorized or required by law.

Section 3.
Should any member of the bargaining unit engage in the activity proscribed in Section I of this Article, the member shall be subject to the penalties provided by law. The City retains all its inherent and explicit managerial rights to take disciplinary action against any member who engages in such activity, and such discipline as may be imposed, shall not be subject to arbitration. Nor shall any other part of this article be subject to arbitration.

ARTICLE 10
FUNERAL LEAVE

Section 1.
All full-time employees may be granted, upon approval of the Chief, time off with pay in the event of death in his or her immediate family. All Bargaining Unit Members shall be granted up to forty hours (40) of leave for the burial of such family member in the State of Florida, and a maximum of the number of shifts necessary for the employee to be off for one week shall be granted for the burial of such family member outside the State of Florida.

Section 2.
The employee's immediate family shall be defined to include the spouse, parents, step-parents, grandparents, brothers, sisters, children, grandchildren, and stepchildren of both the employee and spouse.

Section 3.
Funeral leave shall not be charged to vacation or sick leave.

Section 4.
Should an employee require additional time other than provided in Section 1 of this Article, he or she may request the additional time from the Chief. Additional time may be approved in the sole discretion of the Chief. If the Chief approves additional time, it will be charged to vacation leave or compensatory time, if sufficient hours have been accrued.

Section 5.
Within 30 days of the death of the immediate family member, the employee shall provide the Chief with proof of death before compensation is approved, if requested.

ARTICLE 11
MILITARY LEAVE

Section 1.
Employees covered by this Agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty status. The City of Bradenton and the Union agree to act in accordance with Federal Laws and the City of Bradenton Employee Handbook with regards to Military Leave. The City of Bradenton will provide 30 workdays of military leave to Employees covered by this agreement in any one City Fiscal year (October 1 to September 30).

Section 2.
The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty as permitted and to the extent required by law. Such order or statement must accompany the formal request for military leave.

Section 3.
Employees who are members of the United States military or Florida State National Guard shall be excused from work to attend inactive duty training as required.

Section 4.
Employees called into active military service shall have all reinstatement rights guaranteed by state and/or federal law so long as any requirements stated therein are met. Disputes regarding such rights shall be resolved by the procedures established at law and not by arbitration under this Agreement.

ARTICLE 12
HOLIDAY LEAVE BENEFITS

Section 1.
The following holidays shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, and those receiving Workers' Compensation benefits:

New Year's Day	January 1
Martin Luther King's Birthday	When observed
President's Day	When observed
Memorial Day	When observed
Independence Day	July 4
Labor Day	When observed
Veteran's Day	When observed
Thanksgiving Day	When observed
Day following Thanksgiving	When observed
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	When observed

Section 2.
An employee must be on active pay status or work his or her normal schedule of hours on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 3.
Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.

Section 4.
Employees who are required to work on a holiday's designated date will be compensated at their regular rate of pay in addition to their holiday pay. Holiday pay when an employee works the holiday shall equal the amount of time equal to his or her regularly scheduled shift length.

Section 5.
Employees shall receive eight (8) hours of pay, ten (10) hours of pay or twelve (12) hours of pay, depending on the employee's shift at the time of the holiday, for all official paid holidays as

described in Section 1 on which an employee works. If the employee does not work the holiday, the employee shall be paid up to ten (10) hours (depending on shift).

Section 6.

An employee shall receive 100% of all holiday pay accrued and unused per Section 7 below when he separates from his or her employment with the City for any reason.

Section 7.

An employee, at his/her option, may request the City to "bank" his/her holidays during the fiscal year. Such request shall be in writing. If the City grants the request, said holidays must be taken within the month of the holiday.

ARTICLE 13
VACATION LEAVE

Section 1.
Vacation or annual leave is used for time off for personal matters.

Section 2.
Employees shall be eligible for annual leave after six months of service. Such employee may use annual leave with the prior approval of the Chief. Vacation time and time off for personal matters must be approved in advance of the time that the employee intends to take off.

Section 3.
Vacation or annual leave is accumulated at eight (8) hours for each month's service (ninety-six hours per year), unless otherwise excluded in Section 7 of this Article. Employees will have their annual leave account credited with an additional twenty (20) hours for each five years of uninterrupted service, not to exceed sixty (60) additional hours per year. Service credit must be completed by and the employee actively employed on December 31 for this purpose.

Section 4.
No more than Three Hundred (300) hours of vacation leave may be carried forward from one calendar year to the next. Any accumulation over the maximum of 300 hours will not be carried over to the next calendar year.

If the City Council approves an increase in the amount carryover permitted for non- union employees generally, that same benefit shall be afforded the bargaining unit on the same terms as granted to the non-union employees generally without the need for further bargaining.

Section 5.
Every effort shall be made by the Department to see that every employee with sufficient accumulated leave is afforded the opportunity to take at a minimum eighty-four (84) hours of annual vacation every year, if properly requested.

Section 6.
When an employee, other than a probationary employee, separates from the Department for any reason, he or she shall be paid in a lump sum for all unused annual leave up to, and not exceeding 240 hours, at his or her base straight time hourly rate at time of payout, not including acting pay. Any additional leave time in excess of this amount will have to be used prior to the employee's separation date.

If an employee separates from employment with the City prior to completion of twenty (20) years of service, it shall be their responsibility to use whatever leave time remains in excess of the two hundred and forty (240) hour maximum cash out. If the employee fails to use his/her time before the date of separation, any remaining vacation time will not be paid.

Section 7.
Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-paid status.

If an employee is absent due to a job-related illness or injury covered by workers compensation, the employee shall not accrue annual leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers compensation illness or injury, the employee will be credited with the annual leave he or she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Section 4 above.

Section 8.
At appropriate times during the calendar year, the Chief or his/her designee will consult with eligible employees regarding planned vacation periods and will establish work and vacation schedules, providing schedule preference to employees according to individual employee seniority of service; however, primary consideration will be given to the continued function of the department. Vacation scheduling shall be done in accordance with the Department's Procedural General Order on this issue.

Section 9.
Employees shall request vacation in writing at least two weeks prior to the requested time off, and the Chief or his/her designee shall approve or deny the request. Consideration for vacation shall be based on a first come, first serve basis, not based on seniority.

Section 10.
Approval or denial of Vacation Leave and Compensatory Time Off will be based on the staffing levels for the date that is requested off, as determined in advance, by the Police Chief or designee.

ARTICLE 14
SICK LEAVE

Section 1. Sick Leave
All full-time employees shall be entitled to ninety-six (96) hours of sick leave per year accrued on a payroll-period basis. Accrual will be based on active pay status. Employees shall be eligible for sick leave after six (6) months of service. Sick leave must be earned before it is authorized. Employees who are unable to perform their duty because of illness of a spouse, or dependent living in the employee's home, may use sick leave from their accrued sick leave account. Sick leave for the above-mentioned dependents will be granted when the employee's presence is required in the care of the dependent.

Section 2. Approvals
The employee's supervisor, or on-duty Watch Commander, may approve an employee's request to be absent from work for a period of time not to exceed three (3) days for medical reasons, based upon the information available at the time of the notification that meets the satisfaction of the employee's supervisor or on-duty Watch Commander that the employee is actually too ill or injured to be expected to work. If the illness is less than three (3) days and not recurring, a physician's report is not needed. Illness approvals may be granted; however, this approval is subject to further investigation including, but not limited to unannounced visits to the employee's residence and/or a medical evaluation by a doctor designated and compensated by the City. The Police Chief or designee may send home an employee who is too ill or injured to work, or would cause an unhealthy working environment if he/she came into contact with other employees.

Section 3. Notification
An employee medically incapacitated to the extent that he/she is unable to work shall personally notify his/her supervisor, or on-duty Watch Commander, before the employee's scheduled reporting time, giving the reason for the requested illness leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify his/her Supervisor or on-duty Watch Commander, and can substantiate this to the satisfaction of Department management, illness leave may be authorized by the Police Chief or designee.

Employees shall follow proper notification and absence request procedures described in departmental General Orders or city procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Police Chief or designee. Failure to properly report absences may cause an employee to be charged with leave of absence without permission and may result in disciplinary action.

Section 4. FMLA

Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA). If the illness leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. The year is defined by the City as a "rolling" twelve (12)-month period which is the twelve (12) months preceding the current FMLA event. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by workers' compensation.

Section 5. Physician's Report

In order to utilize the illness benefit under this Article for bona-fide illnesses, or injuries which require an employee's absence from work, the Police Chief or designee may use discretion as to when a physician's report is necessary. A completed physician's report must be submitted to the Human Resources Generalist in the Police Department's Office of Personnel Services in each case where an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illnesses or injuries. The medical report will not be accepted by Department management unless it has been properly completed in full, including the employee's expected return to duty date, the attending physician's signature, and the physician's diagnosis covering the dates of treatment and recuperative period required. Additional information may be necessary and requested from the employee based on the circumstances of the illness.

Section 6. Illness Recuperation

An employee granted illness leave greater than three (3) consecutive days shall assist in promoting his/her recuperation by remaining at either his/her residence, a hospital, or another location approved in writing in advance by the attending physician. The written approval shall be presented to the Police Chief or his/her designee for verification prior to the employee recuperating at the alternate site. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior written approval from his/her physician and notification of his/her supervisor. The written approval shall be presented to the Police Chief or his/her designee for verification. The City reserves the right to obtain, at its own expense, the opinion of another physician of its own choosing concerning what constitutes an appropriate location for recuperation, or appropriate recreational activities, for an employee too ill or injured to work. Abuse of illness leave privileges shall constitute grounds for disciplinary action. Pre-authorized illness leave must be on file with the immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee may be reached.

Employees recuperating from a medical condition in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and the employee's address and phone number where the employee may be reached are to be a part of the request. This request may be made verbally to the employee's supervisor and documented as necessary.

If, and whenever, illness leave may appear to be abused or frequently used, Department management may require the employee claiming/requesting such leave to furnish a physician's diagnosis. Abuse of illness leave privileges shall constitute grounds for disciplinary action.

Section 7.
Department management shall use discretion in determining whether or not a visit is required to verify the reason for an employee's medical absence and a report made of the reasons for absence from duty.

Section 8.
Should an employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such employee's timesheet shall be coded as leave without pay, and the employee may be disciplined.

Section 9.
An employee who has worked longer than one (1) calendar year may, at his/her option, elect to have 25% of his/her unused sick leave transferred to annual vacation leave or may elect to continue to accrue such sick leave.

Section 10.
Sick leave used under this Article shall be charged as used in increments of one-half (1/2) hour.

ARTICLE 15
DISABILITY LEAVE / WORKERS' COMPENSATION

Section 1.
All employees are covered by the Florida Workers' Compensation Act, hereinafter called the Act, and shall be entitled to all benefits awarded under said Act.

Section 2.
When an employee suffers an injury in the line of duty, regardless of whether he is working a regularly assigned shift, he or she shall be covered by the Act; and said injuries shall be reported immediately to the employee's supervisor, Chief or the City's Risk/Safety Director.

Section 3.
Family and Medical Leave Act and the Americans With Disabilities Act:

In addition to the leave provided herein the City shall comply with the Family and Medical Leave Act of 1993 and the Americans With Disabilities Act of 1990.

Section 4.
If an employee is absent due to a job-related illness or injury covered by Workers' Compensation, the employee shall not accrue annual leave or sick leave while absent from work. However, upon return to work or in the event the employee separates employment due to the Workers' Compensation illness or injury, the employee will be credited with the annual leave and sick leave he or she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Article 13, Section 4.

See also: Article 33 – Light Duty

ARTICLE 16
ACTING OFFICER

Section 1.
Whenever a bargaining unit member is required to serve in a higher rank, s/he shall be paid at the starting rate of pay for an officer serving in that higher rank, provided he or she works at least one full shift in the higher rank.

Section 2.
There shall be no distinction between an "acting" officer and an officer who has the same permanent rank with respect to his or her job description, and any "acting" officer shall have all the rights, duties and privileges of rank as though he or she were a permanent officer in that rank.

ARTICLE 17
SENIORITY AND REDUCTION-IN-FORCE

Section 1.
City seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 2.
Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence or suspensions of thirty (30) consecutive calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence or suspensions without pay for periods of less than thirty (30) consecutive calendar days shall not cause the classification seniority date to be adjusted.

Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3.
All new employees and newly promoted employees shall be placed on probation for the first year in the classification.

Section 4.
Employees shall lose their seniority as a result of the following:

A. Voluntary Termination

B. Retirement

C. Termination for Legitimate Reasons

D. Absent without authorized leave for three (3) consecutive working days

E. Failure to return from military leave within the time limits prescribed by law.

Section 5. Layoff

The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment.

Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification, the employee with the lowest identification number will be deemed to be the senior employee.

A. Sergeants shall have the option of accepting a layoff or being reduced in rank to patrolman.

B. Sergeants accepting reduction in rank to patrolman shall retain full departmental seniority.

Section 6. Recall

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the employment office.

If no indication to return to work is received from the employee or the employee indicates that he or she cannot return to work at that time, he or she will be dropped from the recall lists and will be eligible for employment just like any other applicant.

A. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

B. Sergeants reduced in rank under the provisions of this Article shall retain recall rights to his or her former position over any eligibility list.

C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.

D. When recalled, an employee's classification seniority date shall remain the same.

Section 7.

Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

ARTICLE 18
MAINTENANCE OF CONDITIONS

Section 1.
Written rules, regulations, policies and procedures of the Police Department and the City in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations of the Police Department and the City and if they are not in conflict with any Articles or Sections of the Agreement.

Section 2.
This Agreement shall take precedence over all written rules, regulations, policies or procedures of the Police department and City in direct conflict with this Agreement.

Section 3.
Any rule or policy change shall not be implemented until and unless PBA is notified. If such rule or policy change is the subject of mandatory bargaining as that term is defined by the Public Employees Relations Commission, the City agrees to bargain the impact of such change with PBA. If the said change is permissive, the City agrees to discuss the change prior to its implementation.

ARTICLE 19
SAVINGS CLAUSE

Section 1.
If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.
In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular Article or Section invalidated.

ARTICLE 20
WORK WEEK AND OVERTIME

Section 1.
The normal bi-weekly work period will consist of eighty-four (84) hours. The Employer's management staff will establish the work week and length of shift best suited to meet the needs of the department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. All compensation for work performed will be paid in accordance with the requirement of the Fair Labor Standards Act. The Employer sets the shift length in the Patrol Division to a 12-hour shift rotation over a two-week (14 day) span, to be reevaluated yearly. The Employer agrees to negotiate with the Union if, upon reevaluation, the Employer desires to change the shift length in Patrol to some other schedule variation. In the event the Union opposes the desired change, the Employer and the Union shall present the issues to the Mayor before implementation, whose decision shall be final and binding. The consultation process including the Mayor's decision will be completed within 30 calendar days unless otherwise agreed. This consultation requirement shall not be required in the case of individual schedule adjustments as appropriate to meet the needs of the Department.

Section 2.
All authorized and approved work performed in excess of 80 hours but less than 84 completed hours will not be paid at an overtime rate of one and one-half (1 ½) times the employees straight time rate of pay. Any hours performed in excess of 85 hours in any payroll cycle, inclusive of meal period, shall be considered as overtime and shall be paid at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay, pursuant to the Fair Labor Standards Act. The Employer and Union agree that the Employer's intent will be to adjust the officers' 80 84th hours of work (additional four hours) as "flex time" within that pay period instead of compensating at straight pay. The Employer would also consider compensatory time should a "flex time" adjustment not be possible due to scheduling or unforeseen circumstances. Refer to Table 1 at the bottom of this article for an example of scheduling.

Employees may be required to accrue compensatory time in lieu of overtime compensation for certain types of work performed. In these circumstances, compensatory time will accrue at a rate of time and one half for each hour worked up to a maximum of 80 hours of compensatory time. Upon retirement after a full twenty (20) years of service, bargaining unit employees shall be allowed to convert a maximum of forty (40) accrued compensatory hours to sick time. Any remaining hours over forty shall either be taken off or paid as straight time.

Overtime and compensatory time will be computed daily in one quarter (1/4) hour increments, after 15 minutes.

Employees shall accrue compensatory time off for work performed during the first half hour after the designated time for the end of the shift, following the 84th hour worked in the two-week

pay period. The employee will be paid at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay for all work performed after the

first half hour subsequent to the designated time for the end of the shift over 84 hours. If a bargaining unit employee has accumulated the maximum amount of compensatory time allowed under the terms of this contract, the employee will be paid overtime compensation for time worked after the designated end of the shift.

The City may use traffic grants from The Florida Department of Transportation (FDOT) to provide overtime compensation to employees. If traffic grant funds from the FDOT are used to provide overtime compensation to employees, then the calculation of overtime will be based on the pay period work hours as defined in the State of Florida Personnel System, Classification and Compensation Program Manual, Division of Human Resources Management, Revised May 13, 2019 (HRM #108-013), which states:

"Pay period work hours are the number of hours for which the employee is accountable for working or charging leave each pay period."

All FDOT traffic grant hours in excess of 84 hours (including hours worked and charged as leave) in each pay period will be compensated at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay.

Section 3.
For the purpose of overtime compensation, holiday pay will not be considered as time worked when said holiday falls on the employee's regular scheduled day off, and the employee does not work that day.

Section 4.
Employees shall be required to work overtime when requested unless excused by supervisors.

Scheduled Additional Work Hours:

When the Department is aware of the need for employees to be scheduled for work outside their normal work hours, and the need for those additional hours are known by the Department and announced to the employee a minimum of 72 hours in advance, the employee shall receive either 1) compensatory time, on hour-for-hour basis for the additional hours or 2) may have their schedule flexed (staffing permitted) within the same pay period for a like number of hours to compensate for the additional work hours**.**

No more than eighty (80) hours of compensatory time may be accrued. Unused compensatory time may be used at any time with the approval of the supervisor but will not be paid at separation of employment. Employees who are not eligible to receive compensatory time because they are over the 80 hour maximum shall have their schedules flexed in a like number of hours.

This section shall not apply to additional work hours associated with festivals, organized events, parades etc. where the majority of the Department is activated for coverage.

Unscheduled Additional Work Hours:

When employees are required to work additional hours outside their normal work hours when the need for those additional work hours are the result of the Department calling in an employee for an emergency situation, or when the Department assigns additional work hours with less than 72 hours' notice the employee shall be compensated at a rate of pay equal to time-and-one-half the employee's hourly rate of pay for each additional work hour.

When employees are required to work additional hours outside their normal work hours as the result of a festival, organized event, parade etc., where the majority of the Department is activated for coverage, the employee shall be compensated at a rate of pay equal to time-and-one-half the employee's hourly rate of pay for each additional work hour.

Section 5.

A. For purposes of this section, the following definitions shall apply:

1) Court time – Off duty attendance at court or equivalent legal proceeding disconnected from the normal scheduled work shift, required of an employee arising from City employment by subpoena or equivalent mandate by a government agency, excluding jury duty.

2) Call back – Recall to work at a time that is disconnected from the normal work shift and for which the employee did not receive prior notification during a regular scheduled shift. Call back does not include recall to work to complete or correct daily work product.

B. Court Time Compensation

1) Employees shall be paid at one and one-half times their straight rate of pay, inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court, but no less than a minimum of two and a half (2.5) hours.

2) Multiple appearances on the same calendar day shall be paid separately or as one continuous appearance, whichever is least expensive to the City.

3) An appearance within two (2) hours of a regularly scheduled shift shall not be compensated as court time, but rather as normal hours worked.

4) Phone calls received off duty relating to a covered court time event which are a minimum of fifteen (15) minutes or greater in duration shall be paid at the employee's regular rate and counted as hours worked for purposes of computing overtime. Phone calls of less than fifteen (15) minutes are agreed to be de minimus and shall not be compensated. Claims of compensation for phone calls must include sufficient information (i.e., date, time, duration and other party to call) so as to allow for verification.

C. Call back compensation

1) Employees shall be paid for actual time worked, with a minimum of two and a half (2.5) hours, at one-and one-half times their straight rate of pay.

2) Call back does not establish eligibility for holiday pay, except when actual hours worked exceeds six hours.

Section 6.
In the event the employer finds it necessary to require an employee to report to police headquarters during his or her normal off-duty time to receive disciplinary action, the employee shall not be eligible for call back pay, but shall be compensated at the employee's overtime rate, from portal to portal.

Section 7.
All police-related private duty employment shall be contracted with the Police Department and shall be compensated at the rate established by the Chief of Police, which shall be made known to the employee before he or she accepts the assignments.

Section 8.
In determining the number of employees working various shifts, the PBA recognizes that the Chief of Police, or her designee, has a right to distribute and assign personnel. The Chief of Police, or her designee, has also established that seniority is important in determining this distribution.

Section 9.
Shift assignments will be based on the following criteria:

1) Requests for shift assignment will be held every six (6) months;

2) Field Training Officers (FTO) and Field Training Sergeants (FTO Sergeant) will have first selection of shift based upon seniority. Upon completion of FTO bids, shift bid will open for all remaining patrol officers and sergeants based upon seniority

3) The number of FTO's assigned to any given shift will be determined by the Assistant Chief of Police, Patrol Operations. The balance of FTO's assigned to each shift will be reevaluated at each shift bid.

4) The bid procedure will be followed until such time a shift is staffed with its determined number of officers.

5) If a shift falls short of FTO's as assigned under Paragraph 2, the Chief of Police, or her designee, has the discretion to transfer the least senior FTO with proper notification on a temporary duty assignment basis.

6) Shift assignments will not be used as a form of disciplinary action.

Section 10.

The City will make reasonable efforts to ensure that all sworn employees assigned to Patrol receive a one-hour paid meal break each shift inclusive of travel time. Employees assigned to Patrol shall be available for calls should the need arise.

Section 11.

Officers and sergeants assigned to normal patrol duties will be subject to the 12-hour shift schedule. All other patrol assignments (Downtown, Riverwalk, Business Beat, Traffic, SRO, Crime Prevention, K-9 and any others not mentioned or forthcoming) may not be subject to the 12-hour shift.

Table 1

Week One – Day and Night Shifts								
	SUN	MON	TUE	WED	THU	FRI	SAT	Officers/Shift
A/C shift	Work	RDO	RDO	Work	Work	RDO	RDO	Day/13 Night
B/D shift	RDO	Work	Work	RDO	RDO	Work	Work	Day/12 Night

Week Two – Day and Night Shifts								
	SUN	MON	TUE	WED	THU	FRI	SAT	Officers/Shift
A/C shift	RDO	Work	Work	RDO	RDO	Work	Work	Day/13 Night
B/D shift	Work	RDO	RDO	Work	Work	RDO	RDO	Day/12 Night

ARTICLE 21
PERSONAL PROPERTY

Section 1.
The City shall reimburse the employees for loss or damage of personal equipment required in the performance of their duties as authorized by the Chief of Police or his/her designee, up to a maximum of $50.00 per on-the-job incident during assigned Police duties.

Section 2.
The loss or damage of medically required prescription corrective lenses, denture plates or hearing aids will be reimbursed pursuant to the State of Florida's Workers' Compensation fee schedule.

Section 3.
An employee shall be responsible for loss or damage as a result of carelessness, negligence or deliberate acts.

Section 4.
Effective October 1, 2022, Patrol Officers shall be paid an annual personal equipment stipend of $150.00.

Employees assigned to other than patrol shall be paid an annual clothing/equipment stipend of $400.

The City will pay these in the first full pay period in October unless otherwise agreed upon by both the City and the Union.

ARTICLE 22
PAY PLAN

Section 1.
The pay plan for officers is comprised of 12 steps for FY2024, 13 steps for FY2025 and 14 steps for FY2026 as set forth in Appendix "A". The pay plan for sergeants is comprised of 7 steps for FY2024, 8 steps for FY2025 and 9 steps for FY2026 as set forth in Appendix "A".

Pay Plan Rates: For the fiscal years 2023-2024, 2024-2025 and 2025-2026, and effective with the first full period in October, 2023, 2024 and 2025, respectively, the officers and sergeants will be paid in accordance with the pay plan reflected in Appendix "A". Each bargaining unit member will stay at their current fiscal year (2022-2023) step, but will be paid at the new pay rate for that step beginning in the first full pay period of October 2023. For fiscal year 2024-2025 and 2025-2026, each bargaining unit member shall advance one step in the pay plan reflected in Appendix "A".

Effective the first full pay period in October 2023, all bargaining unit members shall be placed in the last step that reflects their current complete years of service as of September 30, 2023.

Section 2.
The City shall have the discretion in the implementation of the pay plan to slot a recruit in an appropriate step, up to and including Step 5 based on the recruit's educational background and/or experience.

Section 3.
Employees promoted to Sergeant during the term of this Agreement shall receive an increase to the minimum rate of pay (entry level step) for the Sergeant range or to the appropriate step resulting in at least a five percent (5%) increase, whichever is greater.

Section 4.
Employees who are regularly assigned to the night shift (working a regularly scheduled shift that begins and ends between the hours of 2 P.M. and 7 A.M.) shall receive $1.00 per hour shift differential for the hours worked that fall between the hours of 2 P.M. and 7 A.M. This article shall be applicable to all bargaining unit employees, including detectives, investigators and those assigned to specialty units but shall exclude employees who work on the day or afternoon shifts.

Section 5.
K-9 officers perform work related to the care of departmental dogs outside their normally scheduled hours. The City recognizes that this time is compensable and will be paid in accordance with the following:

a. The parties agree that an average of five (5) hours per week is spent on such duties. K-9 officers will not work beyond the five hours established unless exigent circumstances indicate a need and only upon the approval of a supervisor.

b. The parties further agree that it is the prerogative of the department whether time spent in excess of the above is necessary.

c. K-9 officer shall be paid $150.00 per pay period as compensation for time spent in such care.

Section 6.
Master Patrol Officers, Field Training Officers, FTO Sergeants, and members of the SWAT Team, shall, in additional to their regular rate of pay, be paid a premium of $200.00 per month. There shall be no doubling up of premium pay. The officers who qualify for any of the above shall only be eligible for one premium pay $200.00 per month. Field Training Officers shall be compensated at of one (1) hour of Compensatory Time for each Daily Observation Report (DOR) completed. Each DOR shall be entered by the member into the City's payroll system using a code designated by the City.

Section 7.
Employees assigned to the Patrol Support Division by the Chief shall receive a total of $3000 per year, paid bi-weekly during assignment in said unit. These employees shall not be entitled to Holiday pay (when it is in addition to their normal 40-hour work week) as it is understood they will be off on City Holidays. Said employees choosing to work a Holiday, shall not receive additional compensation, but shall only be paid their normal 40 hours. The only exception to this is when hours actually worked are over 40 hours in a week, which would result in overtime pursuant to the FLSA or when said employee is mandated to work a holiday due to staffing. It is understood that the Chief has the sole discretion to assign employees to this unit.

Section 8.
The City and the Union agree that bilingual officers who services and skills are used for purposes of translating during the course of their duties shall be compensated for such services. The rate of compensation shall be set at $20.00 per week. The department shall have the discretion to implement an appropriate testing procedure to determine whether or not the officer's skills are commensurate with the skill level necessary to qualify as a translator. Prior to the implementation of such a test, the City agrees to contact the PBA and discuss the proposed test and the implementation of the testing procedure.

Section 9.
Effective October 1, 2022, the City shall provide on call pay for any on-call bargaining unit member. The on-call pay shall be one dollar ($1.00) per hour for every hour that the bargaining unit member is on call and off duty.

The Department shall continue to adhere to its current policy for establishing on-call status and rotation. A minimum of two and a half (2.5) hours overtime (or actual time worked, whichever is greater) shall be paid for each emergency call out. Overtime shall be paid at the rate of one and one half (1.5) times the regular rate of pay.

Section 10.
Effective October 1, 2022, any Detective who is transferred thereafter into Detective Grade 1, per PGO, during the term of this Agreement shall receive a salary increase of seven percent (7%). There will be five or more available Detective Grade 1 positions. Any such positions filled after October 1, 2022, shall serve at the discretion of the Chief.

Section 11.
In order to become eligible or maintain eligibility as a Master Patrol Officer, employees must qualify each fiscal year by meeting the following criteria:

a. Have at least ten (10) years of service in the City's Police Department;

b. Have no record of a disciplinary suspension on file within the previous two (2) years;

c. Have no more than a total of two (2) unacceptable ratings in any categories in the previous two (2) performance evaluations combined;

d. Have no more than one (1) week of unscheduled leave beyond the twelve (12) weeks of FMLA leave during the previous twelve (12) months; and

e. Agree to perform additional duties as assigned.

It is understood that any violations of the terms above shall result in either ineligibility for this designation and/or immediate demotion for those who have previously received this designation.

Section 12.
Changes to employees' rates of pay will be made from the beginning of the pay period during which the change is to be made.

ARTICLE 23
UNIFORM CLEANING SERVICES

Section 1.
Effective October 1, 2003, the City shall provide uniform cleaning services at locations selected at the sole discretion of the City, and shall pay all costs of uniform cleaning expenses for employees, not to exceed two (2) sets of uniforms per week. So long as the cost of this service does not exceed the pro rata amount budgeted for the Police Department as a whole for two consecutive months, employees may have up to four (4) sets of uniforms per week and one (1) jacket per month cleaned. If the pro rata monthly cost exceeds the budgeted amount for two consecutive months, then the uniform cleaning expense benefit shall be returned to two (2) sets of uniforms per week for the remainder of that fiscal year.

Section 2.
The employees shall be responsible for damage of clothing and equipment as a result of carelessness, negligence, or deliberate acts.

ARTICLE 24
JURY DUTY

Section 1.
In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court or State Court he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

Section 2.
If any employee is called for Federal Jury Duty or State Jury Duty he or she shall immediately notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

Section 3.
The employee shall provide the Chief of Police with proof of jury duty service before compensation is approved.

ARTICLE 25
PERSONNEL RECORDS

Section 1.
The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his or her own or department personnel file. The employee shall be required to sign to acknowledge receipt.

Section 2.
A letter/memo which is initiated by the employer should be initialed by the employee concerned prior to placement in the employee's file to indicate it was seen by the employee.

Section 3.
Complimentary or derogatory letters concerning an employee received by the employer will be placed in the personnel file of the employee concerned. The employee shall be notified forthwith of any letters received, and the employee shall have the right to comment on the contents of such letters, and have such comments entered in his or her file.

Section 4.
Any letter, memo, document or other written material relating to the employee's medical condition, whether past or present, shall be placed in a separate file from his or her personnel file. Said file shall be marked "CONFIDENTIAL," and shall be maintained in accordance with law.

Section 5.
Copies of an employee's file shall be made available to the employee at the rate of $.15 per page. Access to the employee's file shall be granted upon request.

ARTICLE 26
SUBSTANCE TESTING

Section 1.
It is the policy of the City of Bradenton that its employees shall not use illegal drugs or abuse alcohol or lawfully taken drugs.
The possession, use or sale of illegal drugs is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

Section 2.
Any employee covered by this Agreement shall be subject to a blood, urine or intoxilizer test accomplished by certified and qualified operators and accredited testing laboratory if there is reasonable suspicion, based upon observed actions e.g. speech, breath odor, walk, on the part of the employee's immediate supervisor and the Police Chief or his/her designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion.

Section 3.
When an employee tests positive (i.e. a drug or drugs is detected in the blood) a second test will be run on the sample originally taken. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.

Section 4.
The testing will be done at the City's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances that may impact the test results.
If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or discharged.

Section 5.
The failure or refusal of an employee to submit to a blood, urine or intoxilizer test when ordered to take it, shall result in discharge.

Section 6.
In the event that an employee informs the employer of employee's abuse of alcohol/drugs prior to reporting for duty and prior to testing, no disciplinary action shall be taken against the employee; provided, the employee enrolls in a bona fide rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, employee may be granted leave of absence, without pay.

Failure to successfully complete the rehabilitation/treatment program shall result in discharge. This applies to the first offense only.

Section 7.
The parties agree that the City has in place a "Drug Free Workplace" program under the Florida Workers' Compensation Act and that the City may unilaterally update such program to conform to the changes in the law. The testing process for tests conducted pursuant to this Article shall be in accordance with this program.

Section 8.
Employees covered under this agreement shall be subject to random testing of up to ten percent (10%) of the total sworn Police department workforce each month. Random selection will be done by computer, and shall be operated outside the Police Department. Upon request, the Union shall be afforded the opportunity for examination of the random selection process for the purpose of insuring the integrity of the system.

Employees who test positive for illegal drugs as a result of a random test shall be terminated. Employees who test positive for other than illegal drugs may take advantage of the rehabilitation opportunity set forth in Section 6 above, subject to the terms and conditions set forth therein.

ARTICLE 27
EDUCATIONAL INCENTIVE

Section 1.
The City shall pay a salary incentive to all full-time police officers pursuant to Section 943.22, F.S.

Section 2.
Upon advance approval, the City shall reimburse registration and tuition expenses for full-time employees enrolled in job-related training, classes, or a degreed program. Reimbursement will be approved, processed, and effectuated in the manner prescribed in Section 9.12 of the City of Bradenton Employee Handbook, or Police Department Policy, which may be amended from time to time by the City.

Section 3.
Any employee receiving permission to attend a specialized training class or seminar paid for by the City must maintain employment with the Bradenton Police Department for at least three (3) years after the date of completion of the training class, seminar, or reimbursed college course.

If an employee chooses to leave his or her employment with the Bradenton Police Department prior to the three-year anniversary of the completion of the training class or seminar, the employee agrees to reimburse the City for the cost of the training class, seminar, or reimbursed college course, unless the employee retires under "normal" or "line of duty disability" conditions as defined by the employee's applicable pension plan.

ARTICLE 28
HEALTH AND DISABILITY INSURANCE

Members of the bargaining unit shall be enrolled in the City's insurance programs and shall be subject to the terms and conditions therein. The Union may appoint a representative to serve on the City Benefits Committee. The Union's designee shall have the opportunity to provide input and vote on any recommendation made to the City Council.

If the Union disagrees with any of the insurance options to be presented to the City Council for consideration, the Union may make a presentation to Council before a decision is made regarding benefits, it being understood that ultimately employees covered by the Agreement shall be subject to same insurance benefits on the same terms as are enjoyed by other City employees generally.

ARTICLE 29
ANNUAL PHYSICAL AND CANCER SCREENING

Annually 1/3 (approx. 41 sworn members) of the Department will undergo a comprehensive physical examination, including a cancer screening by a physician. It is intended that each sworn member of the Department will receive a comprehensive physical and cancer screening once every three years.

The physical and cancer screening shall be at no cost to sworn employees and scheduled during normal work hours. Physical examinations may include physical examination, blood tests, urine test, ECG, chest x-ray, mammography, immunization/infectious disease screening, and cancer screening as clinically necessary. The Department will coordinate physical examinations with a local provider. To be eligible for this benefit, sworn employees must visit the Department approved clinic.

Additionally, the Chief of Police will be able to fill any vacant screenings with Reserve Officers or other Sworn Personnel. Any referrals or follow-up testing will be coordinated with the sworn member's primary care physician, specialist, or testing facility using the sworn member's health benefits.

ARTICLE 30
LONGEVITY PAY

The City currently offers longevity pay to those employees hired prior to January 1, 2009, through its Longevity Pay program. This program shall remain unchanged during the term of this agreement.

ARTICLE 31
LEAVE DONATION

Employees of the City of Bradenton Police Department may voluntarily donate vacation leave to another employee of the City of Bradenton Police Department when, in the opinion of each individual donor employee, there is a reason for doing so. Each employee may donate up to two (2) days of vacation leave.

Leave donations shall be limited so that no employee may donate more than a maximum of two (2) days leave to another employee during any twelve (12) month period. Employees who receive leave donations must first exhaust their own personal vacation and/or sick leave accounts.

All leave time donated shall be deposited in the receiving employee's leave bank within a reasonable time of the donation, and providing that there has been reasonable written notice of the donation on a form approved by the City. Donated time may only be used for sick leave purposes.

ARTICLE 32
UNION MEETINGS AND E-MAIL

The City of Bradenton agrees to allow the Union to schedule meetings of the bargaining unit at the Bradenton Police Department.

The City agrees to allow the continued use of Department e-mail for non-political union business and correspondence between members of the bargaining unit and Union officials as well as the scheduling of Union activities. Use of the Department e-mail shall be limited strictly to the purposes set forth herein above. Uses other than those specified above are prohibited. Abuse of the Department e-mail shall result in the parties scheduling bargaining within fourteen (14) days of such abuse to negotiate a resolution of the problem which may include suspension or revocation of this privilege.

The City agrees to allow the continued use of station bulletin boards for the purpose of posting Union business and correspondence.

ARTICLE 33
TRAINING

It is the intention of both the City and the PBA to work in collaboration to ensure that appropriate departmental training opportunities are provided to employees within the bargaining unit for the purpose of maintaining a high standard of officer safety, competency, and professionalism, and to ensure a continued high standard of service within the Bradenton Police Department.

The parties will work collaboratively to identify appropriate training opportunities to include general departmental training as well as high level and high liability training pertaining to functions such as firearms proficiency, defensive tactics, emergency vehicle operations, and first aid, among others.

ARTICLE 34
LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee established to consist of the Police Commissioner, City Clerk, and the Police Chief or his/her designee and three (3) members appointed by the PBA.

The purpose of this Committee shall be to meet and confer concerning problems of a general nature, including safety, which may from time to time arise in the Department and to make recommendations to the Chief concerning resolution of any such problems. The Committee shall determine its own rules of operation. Should the meeting occur during a participant's tour of duty, there shall be no loss of pay or benefits.

These meetings will take place on at least a quarterly basis and should be scheduled at a time and place convenient for the members of the Committee.

ARTICLE 35
LIGHT DUTY

Section 1.
Employees may suffer injuries or illnesses which temporarily prevent them from performing the full range of the essential functions of their assigned positions. However, they may be able to work a restricted duty assignment. All employee requests for light duty must be accompanied by a physician's statement describing the specific restrictions being placed on the employee's activities. This physician's statement must also state that light duty work is appropriate given the employee's condition. The Department may assign such duties as the health and condition of the involved employee permits.

Employees injured on duty are also eligible to receive Workers' Compensation and on- duty injury benefits in accordance with state law and provisions contained elsewhere in this Agreement.

Section 2.
Employees who are temporarily unable to perform full duty, regardless of whether the injury occurred on duty or off duty, may request light duty assignments through their Chain of Command. Light duty assignments will be made through the Office of the Police Chief and may be mandated by management if light duty work is available.

First preference for light duty assignments shall be given to employees who have been injured on the job, followed by seniority based upon the employee's hire date. If light duty work is not available as determined by the Police Chief or designee, the employee shall not be permitted to work but may utilize whatever benefit, if any, is appropriate (e.g., accrued annual leave, accrued sick leave, Workers' Compensation, etc.).

If light duty work is available and the employee chooses, as permitted by the Family Medical Leave Act, not to work light duty in the case of an on-duty injury, the employee will not receive Workers' Compensation pay or on-duty injury benefits but may use the appropriate accrued leave, or leave without pay if the employee has no accrued leave. It will be the responsibility of the employee to maintain their benefits once accrued leave has been exhausted or is not available.

Section 3.
The opportunity to work light duty, if available, shall be afforded to a sworn officer who has suffered an on-duty injury as the result of one of the following:

1) Exposure to hazardous substances such as HBV and HIV-contaminated materials or chemicals which are known carcinogens; or
2) Physical harm from an encounter with criminal subjects which results in potentially serious medical treatment and extensive recovery.

Light duty assignments are intended for temporary periods when the employee is unable to perform the essential functions of his/her position, and shall cease to be available when he/she is informed that he/she has reached maximum medical improvement (MMI) or until a period of two (2) years has expired, whichever occurs first. This two (2)-year time period begins on the date when the physician places the employee on restricted/modified or no duty/total temporary disability (TTD) status because the employee cannot perform the essential functions of the job, and may only be extended by the Chief of Police or designee for an employee who has suffered a catastrophic injury as defined by Workers' Compensation Law. This time frame includes time off, time on light duty, and any period when the employee works intermittently.

An on-duty injury is an injury compensable under the Florida Workers' Compensation Law. Employees who are working in a light duty capacity as a result of an on-duty injury shall be relieved of duty when scheduled by the Workers' Compensation officer for continuing treatment, therapy sessions, and/or return visits to the treating physician for evaluations. Absences of less than one (1) full shift for Workers' Compensation follow- up treatment shall be considered as regular work time with no loss of pay for pay code purposes. Absences in excess of one (1) full shift shall be covered and paid in accordance with Workers' Compensation provisions.

Section 4.

"Administrative (paid) time off" will be granted for shifts not worked due to an on-duty injury or illness as determined under this article, to fill the gap between the time an employee is first injured and the time Workers' Compensation begins during the initial treatment of the injured sworn employee. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by Workers' Compensation.

Section 5.

Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach MMI prior to the expiration of the two (2) year time limit and such designation continues to restrict the individual's ability to fully perform the essential functions of his/her job, the employee may apply for a disability pension.

Such employee may also seek a civilian position which would be compatible with their limitations within the Department or the City.

Section 6.

Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach the two (2) year time limit prior to reaching MMI, the employee may also seek other employment which is compatible with his/her limitations within the Department or the City.

Section 7.
An injured employee under Sections 4 and 5 of this Article who does not qualify for a pension and who is not able to obtain a different position, may be vested in accordance with the normal vesting schedule contained in the pension plan of which the employee is a member, and shall be separated from employment with the City. Applicable Workers' Compensation benefits will continue to be provided in accordance with state law.

Section 8.
The opportunity to work light duty, if available and if so indicated by the health care provider, shall be afforded to an officer who suffers an illness or has been injured off- duty who is unable to perform the essential functions of the job of a Police Officer, or has suffered an on-duty injury which is not the result of one of the conditions described in Section 3 of this Article.

Such light duty assignments may continue until the employee is informed by the treating physician that the employee has reached MMI or until a one (1)-year period of time has expired, whichever occurs first. This time frame includes time off, time on light duty, and periods where the employee works intermittently. The one (1)-year time period begins on the date of injury or commencement of the illness.

Section 9.
An officer under Section 8 of this Article may apply for a disability pension and/or seek a civilian position within the Department or the City.

An officer who does not qualify for a disability pension and/or is not able to obtain a civilian position, shall be separated from City employment and may vest in accordance with the normal vesting schedule, if eligible, in the pension plan of which the employee is a member.

Section 10.
It shall be the responsibility of the employee to pursue his/her options, i.e. seek a disability pension or other employment, with the City's Human Resources Department or the pension administrator.

Section 11.
It shall be the responsibility of the Department to request that the Human Resources Department change an employee's employment status whenever an employee reaches MMI, or within ninety (90) days of the expiration of the applicable one (1) or two (2)- year time frame, whichever comes first.

Section 12.
Both parties agree that the provisions and time frames specified in this Article do not constitute a guarantee of employment.

Employees may still be terminated in accordance with the provisions of the City of Bradenton Rules & Regulations, the Bradenton Police Department Procedural General Orders, and under the provisions of this Agreement, which include just cause, lack of work, or other such reasons.

See also: Article 15 – Disability Leave / Workers' Compensation

ARTICLE 36
POLICE PENSION

Section 1.
As soon as practical following the ratification of this agreement the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Bradenton Police Officers' Retirement System, effectuating the following changes to the current retirement system:

a) A defined contribution "share plan" component shall be established as a supplemental part of the existing Chapter 185 retirement system. This share plan shall be funded with 50% of the excess premium tax revenues received by the retirement system in any plan year. Those plan members who received credited service for the full plan year shall be entitled to one share of the 50% excess premium tax revenue distribution for that plan year, credited into their supplemental share account.

b) The City shall be entitled to 50% of the excess premium tax revenues received by the retirement system in any plan year and may use those funds to pay down any unfunded liability existing in the plan, or should there be an unfunded liability carried in the plan, the City may use these funds to offset its normal pension plan costs for that year.

c) For purposes of calculation and future distribution of excess premium tax revenues, $600,000 shall be utilized as the new base amount. The City shall be entitled to utilize the first $600,000 in premium tax revenues received in any plan year to offset their pension costs. Amounts received in excess of $600,000 (excess premium tax revenues) shall be split equally between the City and the funding of the supplemental share plan benefit as outlined in paragraphs (a) and (b) above.

d) Plan members who are otherwise vested in other benefits provided for in the plan shall also be vested in their supplemental share plan benefits.

e) Share plan account balances shall be distributed to plan members who qualify for disability, early or normal retirement benefits and shall be taken in either lump sum distribution or may be rolled into another qualified retirement or investment vehicle at time of separation from the City.

f) Monies held in the supplemental share plan accounts for each member shall receive the same interest rate adjustment (positive or negative) as the overall plan receives through investments in each quarter.

g) Those employees hired after June 1, 2013 shall have their benefit multiplier increased to 3.0% retroactively for credited service following the date the pension ordinance is adopted.

h) Effective for the 2022-2023 and the 2023-2024 plan year Employees will only be required to contribute 8% toward their pension. Effective for the 2024-2025 plan year Employees will only be required to contribute 7% toward their pension.

i) Normal retirement shall be defined as the earlier of the attainment of 20 years at any age for Employees hired before June 1, 2013 and 25 years at any age for employees hired after June 1, 2013 or the attainment of age 55 with 8 years of credited service. Pension documents shall be amended to make clear that plan members who reach qualifications for normal retirement (20 years of service for those hired prior to June 1, 2013 and 25 years of service for those hired thereafter or age 55 with 8 years of credited service) shall enjoy the ability to enter the drop at any time following qualifying for normal retirement and participate for a maximum of sixty (60) months. Employees will vest in the pension plan in 8 years.

ARTICLE 37
DURATION

This Agreement shall be effective as of October 1, 2023 and shall remain in full force and effect until September 30, 2026.

For fiscal years 2024-2025 and 2025-2026, the PBA and the City shall have the ability to reopen or to introduce up to three articles for negotiation except for Article 22 which can only be reopened during the duration of the Agreement by mutual agreement. No additional articles shall be reopened or introduced without the mutual agreement of the parties.

CITY OF BRADENTON FLORIDA

_____

DATED: _____

ATTEST:

_____

DATED:_____

POLICE BENEVOLENT ASSOCIATION, INC.

_____

PRESIDENT

DATED:_____

ATTEST:

_____

DATED:_____

Appendix A

Pay Plan

Bradenton PD FY 2024 to FY 2026 Salary Plan - Appendix A Officers Pay Schedule						
FY 2023 Current Step	FY 2023 Current Salary	FY 2024 Proposed Salary (11%-15.5% Increase)	FY2025 Years of Service	FY2025 Step Increase (Step + Contract Increase 4% Total) *	FY2026 Years of Service	FY2026 Step Increase (Step + Contract Increase 3% Total)
					1 Year	$ 62,121.19
			1 Year	$ 61,354.26	2 Year	$ 63,194.89
1 Year	$ 52,078.99	$ 60,151.23	2 Year	$ 62,557.28	3 Year	$ 64,434.00
2 Year	$ 54,156.12	$ 62,550.32	3 Year	$ 65,052.33	4 Year	$ 67,003.90
3 Year	$ 56,233.27	$ 64,949.43	4 Year	$ 67,547.40	5 Year	$ 69,573.83
4 Year	$ 58,310.40	$ 67,348.51	5 Year	$ 70,042.45	6 Year	$ 72,143.73
5 Year	$ 60,387.54	$ 68,237.92	6 Year	$ 70,967.44	7 Year	$ 73,096.46
6 Year	$ 62,464.67	$ 70,585.08	7 Year	$ 73,408.48	8 Year	$ 75,610.73
7 Year	$ 64,541.81	$ 72,932.25	8 Year	$ 75,849.54	9 Year	$ 78,125.02
8 Year	$ 66,618.94	$ 75,279.40	9 Year	$ 78,290.58	10 Year	$ 80,639.30
9 Year	$ 68,696.08	$ 77,626.57	10 Year	$ 80,731.63	11 Year	$ 83,153.58
10 Year	$ 70,839.40	$ 78,631.73	11 Year	$ 81,777.00	12 Year	$ 84,230.31
11 Year	$ 73,049.59	$ 81,085.04	12 Year	$ 84,328.45	13 Year	$ 86,858.30
12 + Year	$ 75,328.73	$ 83,614.89	13 + Year	$ 86,959.49	14 + Year	$ 89,568.27
* Employee pension contribution reduces to 7% from 8% and will remain at 7% for duration of contract						

Sergeants Pay Schedule						
FY 2023 Current Step	FY 2023 Current Salary	FY 2024 Proposed Salary (13%-15.5% Increase)	FY2025 Years of Service	FY2025 Step Increase (Step + Contract Increase 4% Total) *	FY2026 Years of Service	FY2026 Step Increase (Step + Contract Increase 3% Total)
					1 Year	$ 85,164.22
			1 Year	$ 84,112.81	2 Year	$ 86,636.19
1 Year	$ 71,397.00	$ 82,463.54	2 Year	$ 85,762.08	3 Year	$ 88,334.94
2 Year	$ 73,466.00	$ 84,853.23	3 Year	$ 88,247.36	4 Year	$ 90,894.78
3 Year	$ 75,597.00	$ 87,314.54	4 Year	$ 90,807.12	5 Year	$ 93,531.33
4 Year	$ 77,794.00	$ 89,852.07	5 Year	$ 93,446.15	6 Year	$ 96,249.54
5 Year	$ 80,050.00	$ 90,456.50	6 Year	$ 94,074.76	7 Year	$ 96,897.00
6 Year	$ 82,371.00	$ 93,079.23	7 Year	$ 96,802.40	8 Year	$ 99,706.47
7 Year	$ 84,760.00	$ 95,778.80	8 + Year	$ 99,609.95	9 + Year	$ 102,598.25
* Employee pension contribution reduces to 7% from 8% and will remain at 7% for duration of contract						

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Waiver of Fees for Manatee County

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Manatee County representatives are interested in building a radio tower on property located 421 17th Avenue West. In order to build the tower, the City requires certain Planning and Zoning fees to be paid. Administrator Perry is requesting these fees to be waived as the City would also benefit from the use of the tower.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the waiver of fees for Manatee County to build the radio tower.

ATTACHMENTS:

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: August 23, 2023

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Discussion of Electronic Permitting Software

SUGGESTED ACTION: Discussion

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City implemented a new electronic permitting software system called ePlanSoft with a public interface called GoPost. These programs combined allow for easy uploading of building permit plans by contractors and the simultaneous review of those plans by City staff. The system has been up and running since June 16, 2023. This presentation is to inform City Council on how it is going and what are the next steps.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
No motion required

ATTACHMENTS: