AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, September 27, 2023
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

INVOCATION & PLEDGE

Fr. Richard Visconti with Christ Episcopal Church

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

1. MEETING CALLED TO ORDER

2. PROCLAMATIONS

a) Legislative: Cybersecurity Awareness Month - October 2023
Cybersecurity Awareness Proclamation

3. PRESENTATIONS

a) Police: Florida Contraband Forfeiture Grant Program Awards

4. 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.

5. CONSENT AGENDA

a) Administrative Services: Resolution 23-79 - Public Works Commercial Driver's License Bonus Program Amendment
Resolution 23-79

b) City Administration: Florida Department of Revenue - Revenue Information Sharing and Exchange (RISE) Program 3 Year Agreement Renewal
2023 RISE Agreement Renewal

c) City Administration: Recommendation for Award for RFP 23-013EJ Strategic Planning Services
Berry, Dunn, McNeil & Parker Bid Package

d) City Administration: State of Florida Department of Commerce Grant Agreement Number HL220
Grant Agreement Number HL220

e) Clerk: Minutes from the July 26, 2023 City Council Meeting
7-26-2023 City Council Meeting Minutes

f) Clerk: Minutes from the August 23, 2023 City Council Meeting
8-23-2023 City Council Meeting Minutes

g) Finance: Budget Adjustment BA23-15
Resolution BA23-15 and Budget Adjustment Form

h) Legislative: Agreement between the City of Bradenton and Realize Bradenton, Inc.
Realize Bradenton Agreement

i) Purchasing: Agreement Extension with Airgas Specialty Products, Inc.
Agreement Extension with Airgas Specialty Products, Inc.

j) Purchasing: PB-23-024MK Odyssey Manufacturing Co. Agreement
PB-23-024MK Odyssey Manufacturing Co. Agreement

k) Purchasing: RFP-21-03RW Agreement Extension The Southern Group of Florida
RFP-21-03RW The Southern Group Extension

l) Public Works & Utilities: FDEP Grant Agreement 23PLN118 - Vulnerability Assessment and Adaptation Plan
FDEP Grant Agreement 23PLN118

m) Public Works & Utilities: FDEP State Revolving Fund (SRF) Loan Agreement WW4103A0
SRF Loan Agreement WW4103A0

6. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Clerk: Ordinance 4016 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 28, PRIOR POLICE SERVICE; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4016
Letter from Attorney Christiansen and Actuarial Report

b) Legal: Ordinance 4019 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-15, STORAGE OF PERSONAL PROPERTY, PROHIBITING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, INCLUDING PUBLIC RIGHTS-OF-WAY, AND PRIVATE PROPERTY WITHOUT APPROVAL OF OWNER; PROVIDING FOR REMOVAL AND/OR DISPOSAL OF PERSONAL PROPERTY IN VIOLATION OF SECTION 54-15; PROVIDING FOR EXEMPTIONS TO SECTION 54-15; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4019

c) Legal: Ordinance 4020 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-7, SIGNS IN THE PUBLIC RIGHTS-OF-WAY, PROHIBITING THE PLACEMENT OF SIGNS IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REMOVAL AND DISPOSAL OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4020

d) Legal: Ordinance 4021 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 7, PRERETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4021
Letter from Attorney Christiansen and Actuarial Report

e) Fire: Ordinance 4022 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 42, ARTICLE I, II, AND III RELATING TO FIRE PREVENTION AND PROTECTION; REVISING CHAPTER 42, ARTICLE I, II, AND III, TO REMOVE DUPLICATIVE LANGUAGE FROM THE FLORIDA FIRE PREVENTION CODE AND TO CLEAN UP LANGUAGE AND CODE NUMBERS TO ALLOW EASIER READING AND UNDERSTANDING OF CHAPTER 42; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4022

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

a) City Administration: RESOLUTION NUMBER 23-80
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING AN AMENDED FUNCTIONAL ORGANIZATION CHART; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 23-80

8. UNFINISHED BUSINESS

9. COUNCIL REPORTS

10. DEPARTMENT HEAD REPORTS

11. 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. 2.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Shelley DeZiel, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Cybersecurity Awareness Month - October 2023

SUGGESTED ACTION: N/A

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Proclamation recognizing the importance of cybersecurity.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Cybersecurity Awareness Proclamation

City of Bradenton
Office of the Mayor

bradenton
The Friendly City

Proclamation

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

Cybersecurity Awareness Month
October 2023

Whereas, the City of Bradenton recognizes the vital role technology has in our daily lives and that many critical infrastructure sectors are increasingly reliant upon information systems to support financial services, energy, telecommunications, transportation, utilities, healthcare and emergency response systems; and

Whereas, people and our infrastructure face increasing threats of cyber-attacks; and

Whereas, since its inception in 2004, Cybersecurity Awareness Month has elevated the central role that cybersecurity plays in our economy and in the lives of our citizens; and

Whereas, the security of critical infrastructure depends on Federal, State, Local, Tribal and Territorial coordination with infrastructure owners and operators to achieve greater strength and security; and

Whereas, the Cybersecurity and Infrastructure Security Agency works with partners to defend against threats and collaborate with industry to build more secure and resilient infrastructure for the future; and

Whereas, everyone can help increase awareness on cybersecurity best practices to reduce cyber risks.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim October 2023 as ***"Cybersecurity Awareness Month"*** in Bradenton, and encourage all citizens to recognize the importance of cybersecurity and to observe this month through events, training and education related to cybersecurity.

CITY OF BRADENTON FLORIDA

Gene Brown
Mayor
September 27, 2023

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Florida Contraband Forfeiture Grant Program Awards

SUGGESTED ACTION: Presentation of checks from Forfeiture Grant Program to local non-profits

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:

$1,000 - Boys & Girls Club of Manatee County, Inc.
$2,000 - Bradenton Gladiators Football, Inc.
$2,000 - Bradenton Police Department Explorer Post #1004
$1,800 - Drug Free Manatee
$ 500 - Humane Society of Manatee County

$1,000 - Making an Impact, Inc.
$1,500 - Manatee County Girls Club, Inc. dba Just for Girls
$2,000 - New Manatee Broncos
$1,500 - Pace Center for Girls
$1,000 - Replay Outreach, Inc.
$1,000 - United Community Centers, Inc./13th Avenue Dream Center

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 5.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Nilsa Taylor, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 23-79 - Public Works Commercial Driver's License Bonus Program Amendment

SUGGESTED ACTION: Approve Bonus Program for Public Works CDL holders, as amended.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton, Public Works & Utilities, Solid Waste division, has been faced with a shortage of CDL drivers. This shortage has impacted employee retention and service to City residents. The bonus program provides an incentive to reward current and prospective employees who remain satisfactorily employed, to receive a CDL bonus. The program incentive will be offered from October 1, 2022, through September 30, 2024. This amendment applies only to employees hired on or after October 1, 2022, and to existing employees approved to obtain a CDL between these same dates.

FINANCIAL IMPACT:
The $20,000 program cost will be funded as follows:

$10,000 will be funded by a one-time transfer from General Fund contingencies.
$10,000 will be funded by a one-time transfer from the Solid Waste Enterprise Fund.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Scott Rudacille reviewed Resolution 23-79.

SUGGESTED MOTION:
Motion to approve Resolution 23-79.

ATTACHMENTS:
Resolution 23-79

CITY OF BRADENTON

RESOLUTION NUMBER 23-79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING A BONUS PROGRAM FOR PUBLIC WORKS COMMERCIAL DRIVER'S LICENSE (CDL) HOLDERS; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bradenton has a shortage of CDL drivers; AND

WHEREAS, the shortage has impacted employee retention and services; AND

WHEREAS, The Bonus Program provides an incentive to reward CDL holders; AND

WHEREAS, the City desires to adopt this resolution to reward current and prospective employees who remain satisfactorily employed, to receive a CDL bonus;

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

1. The Bonus Program for Public Works CDL holders, as attached hereto, is hereby approved.
2. This resolution shall repeal and replace all prior resolutions in conflict herewith.
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 27th DAY OF SEPTEMBER 2023.

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

AMENDMENT #2
Guidelines
Bonus Program for
Public Works
Commercial Driver's License (CDL) Holders
Starting October 1, 2022 through September 30, 2024

Purpose

The purpose of the Bonus program for Public Works CDL holders is to provide an incentive award to both current and prospective employees. New hires and/or current employees who remain satisfactorily employed with the City for at least one full year are eligible to receive the bonus. The Bonus program incentive will be offered from October 1, 2022, through the end of business on September 30, 2024, subject to future needs and appropriations. THIS AMENDMENT APPLIES ONLY TO EMPLOYEES HIRED ON OR AFTER OCTOBER 1, 2022, AND TO EXISTING EMPLOYEES APPROVED TO OBTAIN A CDL BETWEEN THESE SAME DATES.

Eligibility

1. Current Employees – A current employee who has been satisfactorily employed in a position requiring a CDL is eligible to receive a one (1) time bonus payment of $2,000 as follows:
    a) 0-1 year of service will receive two (2) payments in the sum of $1,000 each as follows:
        i. The first installment will be payable on the next regularly scheduled pay date, upon successful completion of a 6-month introductory period.
        ii. The second installment will be payable on the next regularly scheduled pay date upon successful employment of one (1) year.

2. Current employees who hold a CDL that is not required for their position, but receive premium pay for holding the license, are eligible to receive a one (1) time bonus payment of $1,000 as follows:
    a) 0-1 year of service will receive two (2) payments in the sum of $500 each as follows:
        i. The first installment will be payable on the next regularly scheduled pay date, upon successful completion of a 6-month introductory period.
        ii. The second installment will be payable on the next regularly scheduled pay date upon successful employment of one (1) year.

Bonus Amount and Program Administration

A. Bonus pay will be payable in a separate check.

B. Bonuses are considered supplemental wages and therefore are taxable as defined by the Internal Revenue Service (IRS).

C. Eligible employees will receive a copy of the guidelines and an acknowledgment form for signatures.

D. Bonus forms must be completed and submitted between October 1, 2022 and September 30, 2024.

E. Bonus payments will be made as defined in this guideline.

F. Human Resources will monitor the use of the Bonus Program and will report to the City Administrator information on the use of the program.

G. This is a one-time Bonus program. If the recipient of the CDL bonus leaves employment between October 1, 2022 and September 30, 2024, and is then rehired, he/she will not be eligible to receive another bonus as a re-hire.

H. Employees terminating employment (excludes retirement) within eighteen 18 months of hire date, will be responsible for reimbursing the City for the entire bonus.

I. The hiring process will be fair and consistent with City of Bradenton policy and procedures. All candidates will be evaluated for employment without bias. All information regarding the hiring decision will remain strictly confidential.

Commercial Driver's License Bonus Acknowledgement

To be completed and submitted to HR for Payroll Processing

We are pleased to offer you a CDL bonus of:
(Please make the appropriate selection in each section)

☐ $2,000

☐ $1,000

Bonus will be paid as follows for those in positions requiring a CDL:

☐ 2- $1,000 payments (employees with 0-1 year of service)
- First installment - upon successful completion of a 6-month introductory period.
- Second installment - upon successful employment of one (1) year.

Bonus will be paid as follows for those in positions not requiring a CDL but receiving premium pay:

☐ 2- $500 payments (employees with 0-1 year of service)
- First installment - upon successful completion of a 6-month introductory period.
- Second installment - upon successful employment of one (1) year.

All Bonus pay is taxable, as defined by the IRS. In the event that you leave the City of Bradenton within eighteen 18 months of your date of hire, you will be responsible for reimbursing the City for the entire bonus.

By signing this agreement, you agree that you have read and understand the terms and conditions of the Bonus program guidelines. You authorize the City of Bradenton to make the deductions, in full, from any severance and/or other final pay you may receive upon termination of employment (excludes retirement). In the event that your final paycheck does not fully satisfy the debt you owe, you agree to pay any and all reasonable collection, interest, and attorney fees that may be associated with the collection and settlement of the debt.

ACKNOWLEDGEMENT:

Employee Print Name: _____ Date: _____

Employee Signature: _____ Date: _____

Supervisor/Manager Signature: _____ Date: _____

Department Director: _____ Date: _____

HR USE:

Date Received _____ Verified Position _____ Date Sent to Payroll _____

Approved:

Human Resources Manager _____

City Administrator or Designee _____

Payroll _____

AGENDA ITEM NO. 5.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Bill Ackles, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Revenue - Revenue Information Sharing and Exchange (RISE) Program 3 Year Agreement Renewal

SUGGESTED ACTION: Approval for execution by Mayor

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Renewal of the Florida Department of Revenue - Revenue Information Sharing and Exchange (RISE) Program 3 year Agreement for administration of Local Business Taxes.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve 2023 RISE Agreement renewal.

ATTACHMENTS:
2023 RISE Agreement Renewal

FLORIDA DEPARTMENT OF REVENUE

State of Florida
Registration Information Sharing and Exchange (RISE) Program
Level-one Agreement

1. The Florida Department of Revenue (hereafter referred to as the Department), acting in its capacity as coordinator of the Registration Information Sharing and Exchange (RISE) program, and the **City of Bradenton** (Government Entity) hereby enter into this Agreement for the sharing of certain information as prescribed in Section (s.) 213.0535, Florida Statutes (F.S.), for Level-one participants of the RISE program. This Agreement shall be effective for three (3) years from the date of its execution. This Agreement is in effect when it has been signed and dated by an authorized representative on behalf of the Government Entity and by an authorized representative on behalf of the Department. The Agreement is in effect on the later of the date the Agreement is signed and dated by the Government Entity or by the Department and will remain in effect for three (3) years from the later date.

2. As stated in s. 213.0535(5), F.S., when in receipt of information shared according to this Agreement, the Government Entity shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code (F.A.C.). The Government Entity shall be subject to the same penalties for violation of these requirements as provided in s. 213.053(2), F.S. The **Mayor** (Title or Position) of the Government Entity, or his/her designee, agrees to take appropriate steps to protect information obtained under RISE and this Agreement from unauthorized disclosure, especially any confidential tax information obtained from the Department.

3. The manager of the Department Service Center serving the Government Entity, or the manager's delegate, shall be the point of contact for receiving confidential tax information requests pursuant to this Agreement.

4. The following minimum procedures must be implemented prior to receiving any confidential tax information from the Department.

   A. Information the Department provides shall only be used for the administration or enforcement of tax or licensing provisions for the laws listed below. Please check the box(es) for which statute(s) this data is being requested.
   - ☐ Chapter 212, F.S., sales and use tax.
   - ☐ Section 125.0104, F.S., tourist development tax.
   - ☐ Section 125.0108, F.S., tourist impact tax.
   - ☒ Chapter 205, F.S., local business taxes.
   - ☐ Section 212.0305, F.S., convention development taxes.
   - ☐ Chapter 509, F.S., public lodging and food service establishment licenses.
   - ☐ Chapter 561, F.S., beverage law licenses.
   - ☐ Chapter 67-930, Laws of Florida, municipal resort tax.

   B. When not being used, the information must be kept under lock and key or other secure manner.

   C. When no longer needed, tax information provided by the Department must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a crosscut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.

RISE Program Level-one Information Sharing Agreement

City of Bradenton /Florida Department of Revenue
(Print Name of Government Entity)

D. Only authorized employees of the Government Entity with an official use for the information as stated in paragraph A, shall be allowed access to the information. All authorized employees of the Government Entity are responsible for familiarity and compliance with the confidentiality provisions of s. 213.053(2), F.S., as amended, and Chapter 12-22, F.A.C., related to the use of any state tax information received pursuant to this Agreement.

E. The RISE participant must supply a list of authorized employees as stated in paragraph D to the RISE Coordinator of the Department not less than annually by January 31. Such list shall include the name and position of each authorized employee.

F. Each authorized employee as stated in paragraph D is required to execute by January 31 of each year the certification of familiarity with the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C., found in Attachment C of this Agreement. Any person who becomes an authorized employee subsequent to January 31 must execute a separate certification of familiarity. In each instance, all certifications shall be forwarded to the RISE Coordinator of the Department within 15 business days of the hire date or change of employment status.

G. In the event that a person signing this Agreement or an authorized employee leaves employment or changes employment status such that he or she no longer has an official use for the information, the Government Entity must notify the RISE Coordinator within 15 business days of the employee's termination or change of employment status.

5. The Department may conduct on-site security reviews to ensure that adequate procedures are in place to safeguard confidential tax information received under RISE and this Agreement and prevent any unauthorized disclosures of that information.

6. Mutually acceptable techniques and methods of information sharing will be developed when and as required by the operating officials of the respective parties to this Agreement with the overall objective of providing the most useful data, with a minimum of interruption of operating routines, and the least amount of additional expense.

7. Information sharing frequency shall be either monthly or quarterly as specified in Attachment A of this Agreement.

8. The following data elements relating to licensing or registration activity during each period will be exchanged by the parties to this Agreement within 20 days of the end of that month or quarter:

   A. Registrant's, licensee's or taxpayer's name (business and owner).

   B. Mailing address (including ZIP code).

   C. Business location address (including ZIP code).

   D. Telephone number (business and owner).

   E. Federal employer identification number or *social security number.

   *Social security numbers (SSNs) are used by the Florida Department of Revenue as unique identifiers for the administration of Florida's taxes. SSNs obtained for tax administration purposes are confidential under sections 213.053 and 119.071, Florida Statutes, and not subject to disclosure as public records. Collection of your SSN is authorized under state and federal law. Visit our Internet site at www.myflorida.com/dor and select "Privacy Notice" for more information regarding the state and federal law governing the collection, use, or release of SSNs, including authorized exceptions.

   F. Business type code (NAICS or SIC code).

RISE Program Level-one Information Sharing Agreement
City of Bradenton /Florida Department of Revenue
(Print Name of Government Entity)

G. County code (as provided by the Department).

H. Applicable state or local license or registration number, and any other unique identifying number.

I. Business opening date.

J. Indication if new or re-issuance (not renewals or address changes).

9. Unless otherwise specified in Attachment A to this Agreement, information specified in paragraph 8 of this Agreement shall be provided in a computer processable medium in the format found in Attachment B of this Agreement.

10. No information received by the Department from the Internal Revenue Service shall be disclosed under this Agreement.

11. In the event that the Government Entity fails to fulfill its obligations for participating in the RISE program in accordance with s. 213.0535, F.S., and this Agreement, the Department is authorized to suspend the routine providing of tax information to that entity and, in its role as coordinator of the RISE program, is also authorized to recommend that other participants in the RISE program suspend any information exchange activity with the Government Entity.

Approved:

_____	_____
Deputy Executive Director	Title: **Mayor**
Florida Department of Revenue	Office: **City of Bradenton** (Government Entity)
Signed at Tallahassee, Florida,	Signed at _____,Florida,
this _____ day of _____, 20____.	this _____ day of _____, 20____.

RISE Attachment A
for
Level-one Agreement

Name of Local Government: **City of Bradenton**

Signer of Agreement:
Name: **Gene Brown**
Title: **Mayor**
Mailing address: **101 Old Main St. - Bradenton, FL 34205**
Email address: **gene.brown@bradentonfl.gov**
Phone: **(941) 932-9450**

Administrative contact:
Name: **William R. Ackles**
Title: **Local Business Tax Clerk / RMLO**
Mailing address: **101 Old Main St . - Bradenton, FL 34205**
Email address: **william.ackles@bradentonfl.gov**
Phone: **(941) 932-9425**

Data processing contact:
Name: **Karen Lanke**
Title: **IT Director**
Mailing address: **101 Old Main St. - Bradenton, FL 34205**
Email address: **karen.lanke@bradentonfl.gov**
Phone: **(941) 932-9479**

Information sharing frequency (select one): **X** Monthly ____ Quarterly

Type of Computer System: **Windows 10**

Method of Data Transmission will be Secure Email.

NOTE: Prior approval must be obtained in writing from the Department for use of other than secure email medium for data transmission.

Application should be made to:
John Crotty, RISE Coordinator
Revenue Accounting and Local Government
Mail Stop 1-3628
5050 W Tennessee Street
Tallahassee FL 32399-0136

Defined area and/or boundaries for data: List all applicable ZIP code(s), and/or county code(s).

34205; 34208; 34209 and 34210

Authorized signature:_____ Date:_____

RISE Attachment B for Level-one Agreement

1. General Information:

A. All numeric fields are in unpacked format, preceded with zeroes, right justified, and zero-filled when not used.
B. All alphanumeric fields are to be left justified and space-filled when not used.
C. The attached Magnetic Media Transmittal should be completed and returned with the CD ROM or diskette.
D. It is the policy of the Florida Department of Revenue to erase all data from the magnetic media prior to returning, unless requested.

RISE Participant's File Description as of July 2004

Position	Field Name	Length of Field
1 – 80	Mailing Name	80 characters.
81 – 81	delimiter	1 character.
82 – 121	Mailing Address	40 characters.
122 – 122	delimiter	1 character.
123 – 148	Mailing City Name	26 characters.
149 – 149	delimiter	1 character.
150 – 151	Mailing State Name	2 characters.
152 – 152	delimiter	1 character.
153 – 161	Mailing ZIP Code	9 numbers.
162 – 162	delimiter	1 character.
163 – 172	Mailing Phone Number	10 numbers.
173 – 173	delimiter	1 character.
174 – 253	Business Location Name	80 characters.
254 – 254	delimiter	1 character.
255 – 294	Business Location Address	40 characters.
295 – 295	delimiter	1 character.
296 – 321	Business Location City	26 characters.
322 – 322	delimiter	1 character.
323 – 324	Business Location State	2 characters.
325 – 325	delimiter	1 character.
326 – 334	Business Location ZIP Code	9 numbers.
335 – 335	delimiter	1 character.
336 – 345	Business Location Phone Number	10 numbers.
346 – 346	delimiter	1 character.
347 – 355	FEI or SSN Numbers	9 numbers.
356 – 356	delimiter	1 character.
357 – 357	FEI - SSN Indicator	1 number.
	1 = Federal Employer Identification.	
	2 = Social Security Number.	
358 – 358	delimiter	1 character.
359 – 362	Standard Industry Code (SIC)	4 numbers.
363 – 363	delimiter	1 character.
364 – 368	NAICS Code (new standard to replace SIC code)	5 numbers.
369 – 369	delimiter	1 character.
370 – 371	County Code	2 numbers.
372 – 372	delimiter	1 character.
373 – 374	Kind Code (state business description)	2 numbers.
375 – 375	delimiter	1 character.
376 – 388	Sales Tax SAP Certificate Number (Total 13 numbers).	
	Note: Exist no matter if account created before or after March 2003.	
	County Code	2 numbers.
	Value 8 (8 means it's an SAP certificate number)	1 numbers.
	Contract Object	9 numbers.
	Check Digit	1 number.
389 – 389	delimiter	1 character.
390 – 402	Old Sales Tax Certificate Number (Total 13 numbers).	
	Note: Only exist if created before March 2003; otherwise all zeros.	
	County Code	2 numbers.
	City Code	2 numbers.
	Account Number	6 numbers.
	Kind Code	2 numbers.
	Check Digit	1 number.
403 – 403	delimiter	1 character.
404 – 411	Business Open Date (CCYYMMDD Format)	8 numbers.
	Note: Date business registered with the State of Florida.	
412 – 412	delimiter	1 character.
413 – 432	Blank Spaces (for RISE participant's use)	20 characters.
433 – 433	End-of-File-Marker	Number Zero.

Delimiter is the ^ character (located above the number six key on a standard PC-Keyboard).

RISE Attachment C for Level-one Agreement
Revenue Information Sharing and Exchange (RISE)
Program Participant Certification for
Access to Confidential State Tax Information

I hereby certify that I have read and understand the following:

1. Section 213.053, F.S., makes state tax information in the possession of the Department confidential except for official tax administration purposes.

2. Violation of confidentiality requirements found in s. 213.053(2), F.S., is a first degree misdemeanor, punishable, as stated in ss. 775.082 and 775.083, F.S.

3. When in receipt of state tax information from the Department, RISE participants and their authorized employees, and certified public accountants contracted pursuant to ss. 125.0104 and 212.0305, F.S., are subject to the same requirements of confidentiality and the same penalties for violation of those requirements as the Department.

4. No federal tax information will be made available.

5. Confidential state tax information must be kept under lock and key when not being used.

6. State tax information may be used for official tax administration purposes only.

7. When no longer needed, this information will be returned to the department, or destroyed according to the agreement.

8. Only authorized employees of the RISE participant listed on the attached sheet, or any certified public accountant contracted pursuant to s. 125.0104 or 212.0305, F.S., with an official need and use, will be allowed to request, receive, and review state tax information.

Gene Brown	**Mayor**
(Name) Signer of RISE Agreement	(Title of Signer)
(Signature)	(Date)

As an authorized employee of the RISE Participant, I hereby certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware of the criminal penalties for the unauthorized disclosure of state tax information punishable as stated in ss. 775.082 and 775.083, F.S. I understand that state tax information received from the Department may be used by listed staff of the Government Entity and for official tax administration purposes only.

Name (Print or Type)	Official Title	Signature	Date
William R. Ackles	**Business Tax Clerk / RMLO**		
Karen lanke	**IT Director**		

(Attach additional sheets if necessary)

AGENDA ITEM NO. 5.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFP 23-013EJ Strategic Planning Services

SUGGESTED ACTION: Authorize award and pursue a contract with Berry, Dunn, McNeil & Parker, LLC

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 2, 2023, the City of Bradenton advertised Request for Proposals (RFP) #23-013EJ Strategic Planning Services. Notice of this RFP was made through DemandStar and an outreach email (390 vendors notified). 35 vendors viewed the solicitation and 6 vendors submitted proposals.

All bidders were deemed responsive by Purchasing. The Committee deemed all bidders responsible.

On September 14, 2023, a three-member evaluation committee reviewed and scored each of the proposals based on the qualifications, capabilities and demonstrated experience, project approach, and compensation. Prior to scoring the evaluation committee elected to award the solicitation to the highest scoring proposer. After the committee members scored each proposer, Purchasing tallied all the committees scores and deemed Berry, Dunn, McNeil & Parker, LLC as the highest scoring proposer.

Berry, Dunn, McNeil & Parker, LLC having the highest score is recommended for award.

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

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

SUGGESTED MOTION:
Motion to authorize the award for RFP 23-013EJ Strategic Planning Services and to pursue a contract with Berry, Dunn, McNeil & Parker, LLC

ATTACHMENTS:
Berry, Dunn, McNeil & Parker Bid Package

BerryDunn



PROPOSAL

City of Bradenton

Strategic Planning Services

RFP 23-013EJ

BerryDunn
2211 Congress Street
Portland, ME 04102-1955
207-541-2200

Seth Hedstrom, Project Principal
shedstrom@berrydunn.com

Michelle Kennedy, Engagement Manager
mkennedy@berrydunn.com

Karen Whichard, Project Manager and Facilitator
karen.whichard@berrydunn.com

Proposal Due Date:
September 7, 2023 by 2:30 p.m.

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BerryDunn

1. Letter of Interest

September 7, 2023

City of Bradenton Purchasing Division
Attention: Erin Jones, CPPB, Purchasing Manager
1300 6th Street West
Bradenton, FL 34205

Dear Erin Jones:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn), I am pleased to submit this proposal in response to the City of Bradenton's (the City's) Request for Proposals (RFP) No. 23-013EJ for Strategic Planning Services. We have read the City's request and reviewed its terms, conditions, and the contents presented therein. Our proposal is a firm and irrevocable offer valid for 120 calendar days from the proposal deadline of September 7, 2023.

BerryDunn is a nationally recognized independent management and IT consulting firm, headquartered in Portland, Maine with eight office locations nationally. **Focused on inspiring organizations to transform and innovate,** we are a stable and well-established firm that has preserved our core values and reputation for excellence throughout our 49-year history. We have enjoyed steady growth by providing consistent, high-quality services to our clients in all 50 states—including numerous clients in the State of Florida (the State)—Puerto Rico, and Canada.

We recognize that Bradenton is experiencing both municipal and private sector transformation, and as such, is seeking the services of a qualified consultant to develop a 2-, 5-, 10-, and 20-year Strategic Plan. This Strategic Plan will include a detailed set of goals, objectives, and critical tasks to be implemented throughout the City and will be developed utilizing data gained through an inclusive engagement process.

Our firm's culture is centered on a deep understanding of our clients' commitment to serving the public. The human aspect of projects can often be forgotten in the maze of regulatory changes and legal requirements with which public-sector organizations must comply. BerryDunn proudly tailors each of its projects to recognize the work our clients do every day. **We care about what we do, and we care about the people impacted by our work—including those at the City.**

As a principal in and the leader of BerryDunn's Local Government Practice Group, I can attest to the accuracy of our materials, and I am legally authorized to bind, negotiate, make presentations on behalf of, and commit our firm and our resources. **If you have any questions regarding our proposal or updates on the evaluation process, please consider me your primary point of contact and feel free to contact me directly.**

Sincerely,



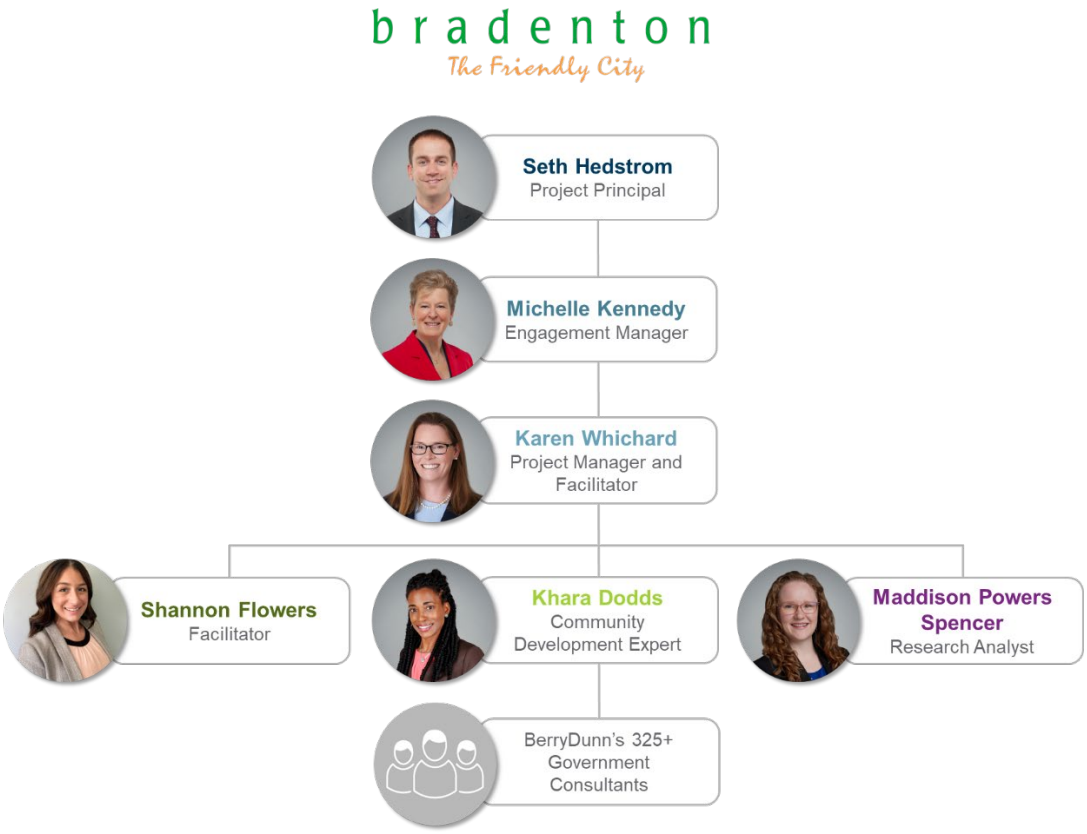
Seth Hedstrom, PMP®, LSSGB, Principal
2211 Congress Street, Portland, ME 04102-1955
t/f: 207-541-2212 | **e:** shedstrom@berrydunn.com

2. Resumes

2.1 Introducing Our Team

At BerryDunn, we believe in the synergy that accompanies a team approach. That said, we have carefully assembled a project team with unique and specialized qualifications that coincide with the needs and desired outcomes of the City. **These project team members will remain committed, available, and assigned to perform the City's requested work effort.** Figure 1 describes the organizational structure of our project team, followed by resumes of project staff. It should be noted we do not intend to subcontract any portion of the City's desired scope of work.

Figure 1: Project Team Organizational Structure





Seth Hedstrom, PMP®, LSSGB

Principal

Seth is a principal and leads BerryDunn's Local Government Practice Group. He has more than 14 years of experience assisting public-sector clients. His experience includes technology planning, organizational needs assessments, system planning and procurement, and the implementation of enterprise-wide information systems. Seth often serves in a leadership role on strategic planning projects and manages and oversees project progress and issue escalation and resolution with executive project sponsors.

Relevant Experience

Project Management: Seth has served in leadership on most of BerryDunn's local government strategic planning project. He also has managed system selection and IT strategic planning projects for some of BerryDunn's largest local government clients. He helps ensure projects are conducted in a high-quality manner, as well as stay on time and on budget.

Operational and Organizational Assessments: Seth has been involved in numerous operational and organizational assessment projects, which involve current environment analysis, future state planning, and the development of an implementation plan for incremental improvements over a multiyear planning horizon to align with client resources.

Business Process Improvement: Seth has provided business process improvement services for many BerryDunn clients, either as a stand-alone engagement or as part of an enterprise system selection. His experience includes documenting as-is business processes, benchmarking processes with similar organizations, introducing industry best practices, and developing to-be business process recommendations.

Select Clients:

City of Cooper City, FL
City of Edgewater, CO
City of Ennis, TX
City of Groveland, FL
City of Lauderhill, FL
City of Menifee, CA
City of Milton, GA
City of New Braunfels, TX
City of Redlands, CA
City of Springfield, MO
City of St. Charles, IL
City of Washougal, WA
City of Wausau, WI
City of Westminster, CO
DuPage County, IL
Jefferson County, WA
Lancaster County, NE
Lake County, IL
Lane County, OR
Marquette County, MI
Newton County, GA
Orange County, NC
San Diego Air Pollution Control District, CA
Weld County, CO

Education:

BS, Business Management, Babson College

Project Management Professional® (PMP®), Project Management Institute®

Lean Six Sigma Green Belt Certified

Diversity and Inclusion Certificate, Cornell University

Membership/ Presentations:

Associate Member, Government Finance Officers Association



Michelle Kennedy, Prosci® CCP, ODCC

Manager

Michelle is a manager in our Local Government Practice Group and brings nearly three decades of consulting experience in organizational assessment, stakeholder engagement, strategic and business planning, leadership development and executive coaching, OCM, program evaluation, business process improvement, and performance measurement. Prior to consulting, Michelle served for 13 years as a senior-level executive in government and higher education.

Relevant Experience

Strategic Planning: Michelle has developed strategic plans for more than 60 public sector organizations. She actively involves and engages the community, as well as the organization, to gain views for the vision, mission, and goals and helps to prioritize initiatives to yield achievable and measurable outcomes. Most of Michelle's strategic planning clients have retained her to provide updates.

Organizational Assessments: Michelle is an expert in conducting assessments related to organizational structure and culture, the methods and tools related to the delivery of organizational programs and services, and the culture of the organization. Her reviews also include assessing leadership structures, roles, and styles; methods of knowledge and skill preservation; and succession strategies and plans.

Change Management: Michelle recognizes the importance of change management in all the projects she is involved in. She is well-versed in conducting change readiness assessments, involving key stakeholders in the decision-making process to promote buy-in and build consensus, and actively monitoring project progress to help ensure that resistance is addressed early-on.

Select Clients:

City of Beaverton, OR
City of Cooper City, FL
City of Creswell, OR
City of Edgewater, CO
City of Ennis, TX
City of Foley, AL
City of Gresham, OR
City of Groveland, FL
City of Menifee, CA
City of Milton, GA
City of Lauderhill, FL
City of New Braunfels, TX
City of Redlands, CA
City of San Jose, CA
City of Springfield, OR
City of Washougal, WA
City of Waukesha, WI
City of Wausau, WI
City of Westminster, CO
DuPage County, IL
Jefferson County, WA
Lancaster County, NE
Lane County, OR
Lake County, IL
Marion County, OR
Marquette County, MI
McHenry County, IL
Metro Parks Tacoma
San Mateo County, CA
Tompkins County, NY
Town of Holliston, MA
Wake County, NC
Washington County, MN
Weld County, CO

Education:

BA, Journalism/Mass Communication, Iowa State University
Certified: Hogan Leadership Assessment System®, Myers Briggs Type Indicator®, ICA ToP Facilitation Methodology
Prosci® Certified Change Practitioner
Organization Development Certified Consultant (ODCC)

Memberships:

OD Network



Karen Whichard, Prosci® CCP, MPA

Senior Consultant

Karen is a senior consultant in our Local Government Practice Group and a seasoned public sector leader with 19 years of experience in both small and large local governments. Her time with local government organizations ranges from working with a town of 15,000 residents to playing a key role for the City of Charlotte which is home to nearly 900,000 residents. She boasts a significant track record of successfully building consensus, solving complex problems, and navigating diverse political environments to implement the policy vision of elected bodies.

Relevant Experience

Strategic Planning: During Karen's time as Assistant Town Manager of Davidson, she directed the creation and adoption of the 2020-2021 two-year strategic plan including managing the biennial town board retreat. While working for the City of Charlotte, Karen served as the lead budget analyst for the Strategy and Budget department where she oversaw budgeting operations and the City's Environmental Focus Area Plan. She also assisted in the development of the City's Strategic Energy Action Plan.

Health and Human Services: As Assistant County Manager for Gaston County, Karen was a member of the Executive Leadership team where she rebuilt the relationship with a key community non-profit active in child welfare and foster care after years of challenges. She also implemented a change management program to improve workplace culture in the DSS child welfare division.

Organizational Assessments and Budget Planning: As a member of the City of Charlotte Strategy & Budget Department, Karen provided operating and capital budget oversight of operating and capital budgets for functions including housing and neighborhoods, code enforcement, solid waste collections, and the City's water/sewer utility. This work included analyzing budgets and personnel requests for appropriate staffing levels, evaluating capital needs, benchmarking city services, and ensuring rates and fees were set to meet cost recovery targets. As Assistant Town Manager for Davidson, North Carolina, she managed the Town of Davidson's $14 million public facilities project as well as $17 million in general obligation bond projects for parks, greenways and transportation. Part of this work led to the Town of Davidson's first AAA bond rating.

Select Clients

City of New Braunfels, TX

DuPage County, IL

Tompkins County, NY

Lake County, IL
Orange County, NC

Education and Certifications:

Master of Public Administration, University of North Carolina Charlotte

BA, Journalism and Mass Communication, University of North Carolina at Chapel Hill

Prosci® Certified Change Practitioner



Shannon Flowers, LSSYB, Prosci® CCP

Senior Consultant

Shannon is a senior consultant in our Local Government Practice Group. She is a finance professional with more than 20 years of experience, many of which have been spent in director, C-suite, and senior level roles. Her expertise in budgeting, fiscal planning, cash flow analysis, and fiscal policy development is augmented by a strong understanding of the business processes that support efficient operations. As a consultant, her clients benefit from her focus in change management and business process improvement as well as her experience in training and leading staff through difficult transitions.

Relevant Experience

Strategic Planning: Throughout her career, Shannon has strategically planned for the allocation of fiscal resources. She served as the finance director for the City of Central, Colorado for 10 years, as well as holding the title of senior fiscal partner for the Colorado Governor's Office of IT. In both roles, she was the subject matter expert on budget development, responsible for establishing a cost model for proposed services and analyzing national trends to identify effects on local economic conditions.

Process Improvement: Shannon served as the operations branch chief for the Colorado Department of Public Health and Environment, Disease Control and Environmental Epidemiology Division, and she was the division authority for all fiscal, policy, procurement, and compliance matters. In this role, she led efforts in reviewing existing division processes, crafting recommendations for improvement, and implementing the recommendations. This required substantial change management expertise to encourage buy-in from division staff to assist in the transition. Her role also involved administering an annual budget of over $101 million that included a variety of funding sources, such as federal grants, state funds, and cash donations.

International Public Policy: Shannon spent time in Bosnia with the Atlantic Initiative identifying regional policies and best practices for civil rights campaigns. She developed training materials on European Union standards on civil rights and researched best practices for introducing equality and security in the police force. Shannon then went on to serve as the coordinator for the University of Denver's Global Practice Bosnia program for students. She served as in-country support and liaison for the program director, managing all of the program logistics, events, and excursions.

Select Clients

Boulder County, CO
City of Edgewater, CO
City of Frisco, TX
City of Greeley, CO
City of Gresham, OR
City of Irvine, CA
City of Menifee, CA
City of Redding, CA
City of Redlands, CA
City of San Leandro, CA
City of St. Charles, IL
City of Spokane Valley, WA
City of Westminster, CO
City of Wheat Ridge, CO
Doña Ana County, NM
Lancaster County, NE
Maine Municipal Association
Marquette County, MI
Pitkin County, CO
Town of Mountain View, CO
Weld County, CO

Education and Certifications

MA, Global Finance, Trade and Economic Integration – University of Denver

BA, Anthropology, University of Colorado – Denver

Lean Six Sigma Yellow Belt Certified

Prosci® Certified Change Practitioner



Khara Dodds, AICP, MCRP

Senior Consultant

Khara is a senior consultant in BerryDunn's Local Government Practice Group. She is an AICP-certified planner with more than 13 years of leadership experience and 20 years of experience in planning and community engagement. She empowers communities, impacts lives, and makes a difference in her work and she leverages her experience in city and regional planning to assist clients as they move forward in their endeavors.

Relevant Experience

Process Analysis and Improvement: Khara has managed the plan review process of large-scale development projects and ensured coordination with staff and board/commission members throughout the process. In addition, she has initiated the planning process for affordable housing; collaborated with stakeholders to develop incentive programs; negotiated policy and map amendments on behalf of municipalities in the state planning process; and prepared local planning documents including development studies and annual planning reports.

Community Engagement: Khara has extensive experience facilitating interviews, focus groups, work sessions, and other community engagement efforts for BerryDunn clients. She leverages her insight gained through her AICP certification and decades of experience leading compliance planning and permitting departments, playing a key role in research and analysis activities.

Planning and Development: Khara has led various departments in development, planning and land use services, and economic development. She led the town of Prosper, Texas through multiple town strategic planning initiatives that improved town operations and procedures as well as enhanced the quality of life for residents and businesses. She prepared design guidelines, regulation amendments, and a multi-faceted community engagement program to get input from residents, the development community, property owners, and board/commission members. She leverages her experience managing stakeholders through the planning process to organizing capital improvement to implementing grant funds to assist communities pursuing state and federal grants.

Select Clients

City of Bangor, ME
City of Ellsworth, ME
City of Leander, TX
City of Pearland, TX
Sonoma County, CA
Town of Falmouth, ME
Town of Mountain View, CO

Education and Certifications

Master's, City and Regional Planning, Rutgers University

Bachelor's, Urban Studies/Africana Studies, Rutgers University

The American Institute of Certified Planners (AICP)

Equitable Community Change Certificate, eCornell

Memberships

American Planning Association (APA)

APA Texas Chapter, Member of the Diversity, Equity, and Inclusion Committee

APA Connecticut Chapter, Member of the Executive Board 2010 – 2020

Northeastern Economic Developers Association

Connecticut Economic Development Association



Maddison Powers Spencer, MPA

Consultant

Maddison is a consultant in our Local Government Practice Group. She has firsthand experience serving in the public sector and is familiar with the unique aspects of government operations. Notably, she has been involved in various governmental initiatives, including those related to diversity, equity, and inclusion; sustainability; and process and project analysis and management.

Relevant Experience

Local Government: Maddison served as a senior fellow within the International City/County Management Association (ICMA) where she managed recruitment, hiring, and the interview process for two assistant city managers. She also led a leadership development initiative to develop more women leaders in the organization, and she managed an annexation study where she interacted with various stakeholder groups to better understand the implications of service delivery.

Research and Analysis: Maddison is well versed in conducting research and analysis. Notably, she has leveraged survey tools, conducted data analysis, facilitated focus groups, and researched issues of importance to develop recommendations and share findings with organization leadership. As such, her approach is centered on using sound evidence and data to drive decision-making and organizational and operational improvement.

Project Management and Support: Maddison is well-organized and detail-oriented, supporting her in her ability to effectively manage projects and provide support to her colleagues and the clients she serves. She is well versed in documenting outcomes, researching and analyzing documents and data, and managing various priorities to promote success and productivity. In addition, she has experience with scheduling, reporting, and seeking opportunities for business process improvement.

Select Clients

Boulder County, CO
City of Ennis, TX
City of Frisco, TX
City of Lauderhill, FL
City of Menifee, CA
City of Redding, CA
City of Richland, WA
City of San Leandro, CA
City of Springfield, MO
City of St. Charles, IL
City of Tucson, AZ
City of Washougal, WA
City of Wausau, WI
City of Wheat Ridge, CO
Lake County, IL
Lancaster County, NE
Marquette County, MI
Orange County, NC
Village of Schaumburg, IL
Weld County, CO
Jefferson County, WA

Education and Certifications

MPA, Local Government, University of North Carolina at Chapel Hill, School of Government

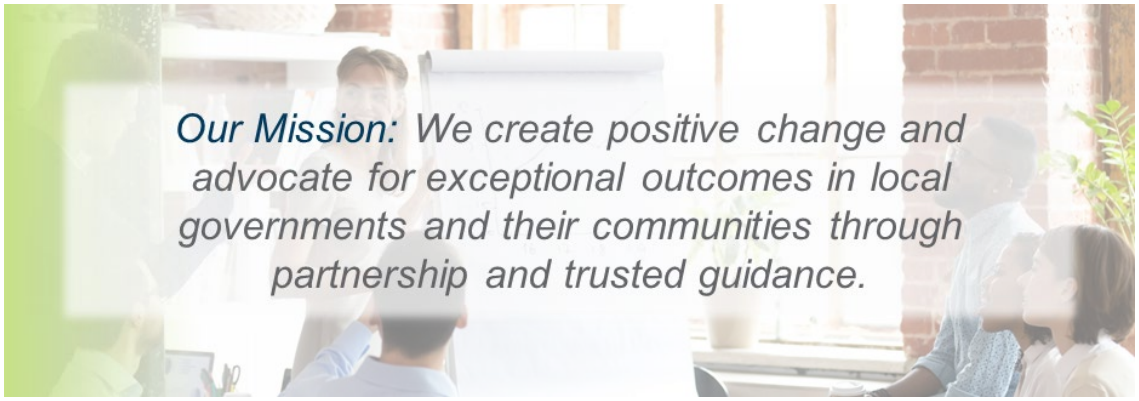
BS, Political Science, Northern Arizona University

Presentations

ICMA Conference, 2021, Portland, OR
How Millennials are Changing Local Government

3. Experience

3.1 Introducing BerryDunn



BerryDunn is a nationally recognized independent management and IT consulting firm focused on inspiring organizations to transform and innovate. As a Limited Liability Company formed in 1974 with 65 principals, 34 owners, and eight office locations, **we have experienced sustained growth throughout our 49-year history.**

We employ more than 825 staff members—including more than 325 in our Consulting Services Team. From extensive project experience for more than **400 state, local, and quasi-governmental agencies,** our team brings valuable perspectives to every engagement. Additionally, our team has prior experience serving state and local government agencies, providing them with an in-depth understanding of government operations, staffing needs, budgetary constraints, and the business processes required to provide necessary services to the internal divisions and the constituents the City serves.

Our firm provides a full range of professional services—including organizational development, technology planning, business process improvement, cost of service and financial analysis, community services planning, and more—supporting our ability to complete tasks outlined by the City. With organizational development as a core tenant of our work, we pleased to offer the following services to benefit the City:

- **Strategic planning**
- Community/stakeholder engagement
- Leadership development
- Executive coaching
- Organizational change management
- Organizational assessment
- Business process improvement
- Performance measurement

Below, we illustrate the overall organization of BerryDunn's Local Government Practice Group. We provide unparalleled expertise and unique insights across these practices, supporting our clients in solving some of their biggest challenges and addressing opportunities to improve and plan.

Figure 1: BerryDunn's Local Government Practice Group



Deploying an Equity Lens

BerryDunn has advanced community, diversity, and empathy in a workplace where people are respected, and heard.

We carry these principles and values into our work with clients, helping ensure that traditionally marginalized communities are heard, validated, and engaged as a standard part of our project approach. We use tools, practices, and methodologies to ensure that our initiatives have widespread reach and work for all ***people****, regardless of race, ethnicity, age, sexual orientation, gender identity or expression, religion, or disability. We also consider the distinct culturally nuances for each community in our approach to this work to ensure that we meet our clients where they are in the Diversity, Equity, and Inclusion space.*

Driven by seven highly specialized organizational development leaders, and supported by more than 325 additional firm resources, BerryDunn's ***Enterprise Organizational Development Practice*** offers both an intimate project experience and a national perspective to support our clients' desire to transform and innovate. We recognize how important it is that the City establishes partnership with a firm that understands that work of this level of impact requires a guided hand and a tailored approach to meet clients where they are and lead them to where they want to go.

Work of this nature touches all aspects of an organization, including the City's elected officials, staff, stakeholders, community members, and visitors. As such, this initiative requires a layered approach that offers the attention, guidance, and follow-through that will support positive, sustainable, and long-term change.

Our efforts are centered on sound partnership with our clients. We guide projects at various stages and take the time to properly gauge availability and resources to help ensure our clients receive consistent, reliable, and quality service. We support a variety of organizational development initiatives, providing services that include strategic plan development, project management, community engagement and facilitation, implementation planning, and progress monitoring, among others.

In terms of the City's requested work effort, we understand the City's desire to build a stronger relationship between the community and local government, replace and improve technology, infrastructure, and equipment, and diversify and redevelop commercial sectors.

The City currently offers services and initiatives designed to give its residents a well-rounded and fulfilling life, including community-centric programs, economic development opportunities, and cultural/arts activities, among others. Further, the City benefits from proactive leadership who see an even greater and more equitable future for its citizens. In line with that mindset comes the City's desire to partner with a highly qualified consultant to assist in the development of a strategic plan that will guide and inform the City of the actions required to make progress.

We will work closely with the City and its stakeholders to fully understand its culture and current environment; identify a vision, mission, Specific, Measurable, Achievable, Relevant, and Time-Specific (SMART) goals, and strategic priorities; create a strategic planning document that serves the organization both in the short- and long-term; develop measurable and actionable objectives; and promote achievement of sustainable and desired outcomes.

3.2 How BerryDunn Can Help

As is evident in the key points that follow, we are well-qualified to partner with the City on its requested strategic planning initiative. We look forward to leveraging our strengths to support the City's related needs both now and in the future.



Our demonstrated commitment to serving clients in the State

The City will benefit from our familiarity with the State's public-sector landscape and experience successfully completing projects of similar size and complexity. Our public-sector experience in the State includes work with more than 30 municipalities, counties, public schools, colleges and universities, and quasi-governmental agencies. Using our expansive knowledge and lessons learned from these projects, we will provide the City with optimal efficiency, superior services, and productivity on this engagement. Further, our proposed engagement manager, Michelle Kennedy, has previously conducted and is currently conducting strategic planning processes for similar-sized Florida communities, including Cooper City, Groveland, and Lauderhill.



Our decades of relevant strategic planning experience

BerryDunn's Local Government Practice Group is dedicated to serving the public sector and provides a wide variety of services, informing and enhancing our ability to support our clients with strategic planning initiatives. We are skilled at facilitating, communicating, and visioning. In fact, our proposed project manager and facilitator, Karen Whichard, has a unique background that includes technical expertise in both local government budget and finance as well as community engagement. This positions her to meet the needs of the City as it works to develop short- and long-term plans and align budget resources. Our proposed engagement manager, Michelle Kennedy, has nearly three decades of strategic planning experience and facilitated more than 60 strategic planning processes over the course of her career. This broad exposure to the strategic planning process—both with Karen and Michelle and others in our proposed project team—gives us an in-depth understanding of the importance in establishing trust and credibility with stakeholders and effectively engaging said stakeholders in the planning process to build buy-in for a common vision and commitment to action.



Our strong facilitation approach and creative community engagement tactics

We understand that reaching consensus can be difficult as individuals seek to advocate for the needs and concerns they believe in most and that represent the interests of their constituencies. Our approach is based in the Institute of Cultural Affairs' (ICA) Technology of Participation® (ToP®) facilitation methodology and designed to meet the needs of stakeholders, including elected and appointed officials, managers, frontline staff, and the public. We will utilize creative community engagement tactics like developing a Social Pinpoint site and facilitating public "meetings-in-a-box" to keep stakeholders informed and involved, helping to ensure the City's strategic planning effort is inclusive of all perspectives and reflects a shared vision.



Our highly skilled project team and their commitment to local government

All our project team members exclusively serve local government clients and the majority have prior experience working in local government organizations prior to joining BerryDunn. Having served dozens of local governments across the country, our team has a deep understanding of local government organizations, as well as the opportunities and constraints associated with the region's public-sector landscape. Further, we are proud to offer a pool of over 300 consulting resources. These resources offer experience

and expertise among practices such as community development and planning; justice and public safety; parks, recreation, and libraries; health and community services; among others. Collectively, we are well-qualified to support the City as it seeks to improve, transform, and innovate as well as achieve its desired future state.



Our proven yet flexible approach

Throughout our long history of providing strategic planning consulting services, we have developed, refined, and adopted proven tools and technologies to support our efforts. We build in flexibility to our approach to meet the needs of our clients and address any concerns or unexpected delays that should arise. We will be sure to leverage the tools that the City already has in place to create an intentional lineage between those efforts and the resulting strategic plan.

3.3 Our Commitment to the State

The City will benefit from BerryDunn's demonstrated commitment to serving public-sector clients in the State. We have developed a strong understanding of the public-sector landscape in the State through recent or ongoing consulting engagements with the clients listed below. This insight into your State permitting and inspection compliance regulations will help our team provide applicable recommendations and insights during this strategic planning effort.

- Alachua County
- City of Boca Raton
- City of Boynton Beach
- City of Cape Coral
- City of Cooper City
- City of Coral Springs
- City of Fernandina Beach
- City of Fort Lauderdale
- City of Gainesville
- City of Groveland
- City of Homestead
- City of Largo
- City of Lauderdale Lakes
- City of Lauderhill
- City of Orlando Auditor's Office
- City of Ormond Beach
- City of Palm Coast
- City of Parkland
- City of Port Orange
- City of Port St. Lucie
- City of Sanibel
- City of Tampa
- City of Zephyrhills
- Collier County
- Hillsborough County
- Manatee County
- Monroe County
- Northwest Florida State College
- Pasco County
- Tampa Port Authority
- Town of Longboat Key
- Treasure Coast Hospice
- University of Florida
- Village of Palm Springs
- Village of Pinecrest

4. Customer List

4.1 References

Below, we provide reference information for several clients who can speak to the quality and satisfaction we deliver on comparable engagements.

City of Ennis, Texas*
Marty W. Nelson, City Manager
972-921-4794 | mnelson@ennistx.gov

06/2022 – Present
$58,900

The City engaged BerryDunn to facilitate its strategic planning process, which included the design, development, facilitation, and implementation of a five-year strategic plan. The City requested a special focus on filling the gaps between annual department-based planning and the City's long-range comprehensive plan. Our project team worked with the City to set and refine Citywide strategic priorities, as well as align City departments in implementing these priorities in an adaptive and collaborative manner. The final plan has now been adopted by the City Commission, and our project team is nearing the end of implementation planning.

City of St. Charles, Illinois
Heather McGuire, City Administrator
630-377-4422 | hmcguire@stcharlesil.gov

06/2022 – 12/2022
$69,300

The City of St. Charles selected BerryDunn to lead its strategic planning process. The City had previously developed strategic plans and was ready to plan for its next five-year time frame. In addition to the sun setting on its prior plan, the City was driven by the need to regain focus after the pandemic and recent significant staffing changes within its administration. The City recognizes that a new strategic plan would play an important role in making collective progress toward a shared vision for the City's future. The BerryDunn team led a highly engaging, inclusive, and participatory process with the City's leadership, staff, community, and other stakeholders. Leveraging various information gathering strategies, we developed a detailed Environmental Scan to guide strategic planning sessions and develop key components of the City's plan. Adopted in January 2023, the City of St. Charles' Strategic Plan is composed of a mission, vision, values, strategic goals, objectives, and performance metrics and outcome measures. We are currently leading the City through implementation planning efforts to help ensure consistent progress is made toward the City's desired future.

Lancaster County, Nebraska
Kristy Bauer, Deputy Chief Administrative Officer
402-441-7496 | kbauer@lancasterne.gov

04/2022 – Present
$89,290

BerryDunn was selected by Lancaster County to provide strategic planning consulting services. The County desired a comprehensive strategic planning effort that considered the voices, perspectives, and ideas of its stakeholders—including elected officials, department heads, employees, and the greater community—thereby generating buy-in, consensus, and support for achieving its shared vision.

The County intends to use the Lancaster County Strategic Plan as a guiding document for future growth and budgetary decision-making for the next three years. The final plan was adopted by the Lancaster County Board in January 2023. The County has contracted with BerryDunn for an additional phase of work to provide plan implementation support, progress monitoring, and plan evaluation and updates.

Lane County, Oregon
Judy Williams, Strategy and Integration Manager
541-682-4527 | judy.williams@lanecountyor.gov

08/2021 – 08/2022
$69,500

Lane County selected BerryDunn to enhance its existing strategic planning framework. The County's existing strategic plan was developed based on robust engagement efforts and resulted in solid strategic priorities, initiatives, and activities, and had a strong focus on DEI. The County wanted to update its plan through an equity lens to elevate the voices of residents from historically excluded groups and integrate their perspectives and goals into the Lane County Strategic Plan. The Board of Commissioners adopted the plan in April 2022.

Marquette County, Michigan
Scott Erbisch, County Administrator
906-225-8151 | serbisch@mqtco.org

05/2022 – Present
$31,600

BerryDunn was selected by Marquette County to develop a five-year strategic plan with an action plan and implementation guidance. This included defining the County's mission, vision, goals, objectives, and activities. Additionally, BerryDunn was contracted to provide strategic planning process facilitation by conducting an environmental scan or strengths, weaknesses, opportunities, threats (SWOT) analysis, facilitating meetings with the County, and aligning strategies through guided discussion and consensus building. BerryDunn assisted the County in conducting a survey of employees to determine what improvements are needed to the work environment to help support implementation of the plan and developed recommendations for the County to consider in addressing the employee feedback. The County Board of Commissioners adopted the plan in February 2023.

City of Wausau, Wisconsin
Katie Rosenberg, Mayor
407 Grant Street, Wausau, WI 54403
715-621-6800 | katie.rosenberg@ci.wausau.wi.us

06/2021 – 08/2022
$51,600

BerryDunn was selected by the City of Wausau to conduct its strategic planning process with a strong focus on DEI, as well as community engagement and involvement. We helped the City develop a strategic planning steering committee—identifying members' desired attributes, activities each may take part in, and the level of effort required to support the work effort. We also reviewed existing documents and data; developed a customized Social Pinpoint site; developed and distributed stakeholder survey; conducted interviews, listening sessions, and community forums; and facilitated strategic planning workshops. As a result of these efforts, we developed the initial draft of the City's strategic plan.

We then worked with department leadership to develop performance measures prior to presenting the final draft of the strategic plan to City Council for adoption in March 2022.

City of Groveland, Florida
Timothy Maslow, Community Development Director
101 East Broad Street, Groveland, FL 34736
352-250-7578 | timothy.maslow@groveland-fl.gov

08/2021 – Present
$81,900

BerryDunn was selected by the City of Groveland to provide expert guidance related to addressing the changing needs of its residents, businesses, and visitors and developing a citywide strategic plan. This plan was to help plot the City's trajectory, as well as a roadmap, for navigating its inevitable growth. The City sought collaboration in its approach to information gathering and recommendations development. That said, we provided a mix of independent and partnered activities, including reviewing existing documents and data; conducting interviews; developing a customized Social Pinpoint site; and facilitating a community open house. In addition, we worked with the City's steering committee to facilitate strategic planning workshops. We are currently working with department leadership to develop growth, revenue, and budget forecasting projections; prioritize and sequence capital investments and services; and forecast the City's personnel organizational chart prior to developing the City's strategic plan. The final draft of the strategic plan was adopted by the City Council in June 2022.

City of Washougal, Washington
Dave Scott, City Manager
1701 C Street, Washougal, WA
360-835-8501, ext. 102 | david.scott@cityofwashougal.us

04/2022 – Present
$89,800

BerryDunn was selected by the City of Washougal in April of 2022 to conduct an updated Strategic Plan for the City. As the sun was setting on the City's last Strategic Plan (2013 – 2023), the City was seeking a new, five-year Strategic Plan that was both strategic and operational and included all parts of the organization. As a result, BerryDunn set out to assist the City in the development of the following: objectives and goals to support the vision, mission, and core values of the city; strategies and initiatives to achieve those goals; performance metrics and indicators to support and reinforce progress; a process for continual City Council feedback and involvement; a process that keeps staff involved and engaged; policies to support the implementation of the Strategic Plan; and a project management plan inclusive of deliverables, a schedule, and a budget.

City of Redlands, California
Charles Duggan, City Manager
125 West Vine Street, Redlands, CA 92373
909-798-7510 | cduggan@cityofredlands.org

09/2021 – 04/2022
$39,800

Located an hour away from four major cities, the City of Redlands is a big city with a small-town feel. In 2021, the City contracted BerryDunn to engage its City Council and Senior Management Team in developing a Six-Year Comprehensive Strategic Plan. While

the City had identified 10 core values, but lacked an existing strategic plan, which allowed our team to work with the City Council and Senior Management Team to define who the City is and who it wants to be.

Boulder County, Colorado
Julia Larsen, Human Resources Director
PO Box 471, Boulder, CO 80302
720-564-2604 | jlarsen@bouldercounty.org

06/2022 – Present
$44,300

After the County's Community Planning and Permitting Department underwent a reorganization that brought new staff and functions into the fold, it retained BerryDunn to assist in developing its first-ever strategic plan, lead an inclusive, participatory planning process to develop a vision, mission, and value statements. In phases one and two of the project, we provided a mix of independent and partnered activities, including reviewing existing documents and data; conducting a combination of one-on-one interviews and small focus groups with one facilitator, and developed a customized Social Pinpoint site. The County then retained us to facilitate strategic planning sessions so the Department could develop goals, objective and strategies based on its new vision, mission, and values. We are now assisting in the development of a strategic plan, implementation recommendations including performance measures, and a process for reporting and tracking progress. In addition to that project, the County also engaged BerryDunn to conduct a human resources strategic planning project led by our proposed project manager, Shannon Flowers. This project involves thorough information gathering activities, such as document and data review, interviews, and focus groups, and synthesizing that information through strategic planning sessions to develop a human resources strategic plan for the County.

Weld County, Colorado
Cheryl Pattelli, Chief Financial Officer
1150 O Street, Greeley, CO 80631
970-400-4451 | cpattelli@weldgov.com

03/2022 – 12/2022
$67,200

Looking to retain its scenic mountain ranges, agricultural lands and thriving communities with a desire for balanced growth and innovation, the County retained BerryDunn to assess its current environment and effectively engage stakeholders in developing a framework for a strategic plan. The previous strategic plan had not been revised since 2015, and the County sought assistance in revising its goals, vision statement, values, and guiding principles. We conducted priority setting sessions with the County Board to identify priorities, values, and guiding principles, and facilitated an interdepartmental mission and vision statement development workshop. After conducting interviews with staff and work teams and distributing a survey questionnaire to County staff, we analyzed and synthesized the information in an existing conditions and future needs report. Following subsequent strategic plan development workshops, we developed a strategic plan with measurable and quantifiable goals for the next five years, timetables for achievement, and ways to monitor progress and performance in the future.

Lake County, Illinois
Barry Burton, former Lake County Administrator
727-464-3485 | bburton@pinellascounty.org

03/2023 – Present
$45,000

Prior to joining BerryDunn, Michelle Kennedy designed and facilitated a comprehensive strategic planning process that included conducting a series of community forums to gain citizen views on the vision for the County and the most important priorities for townships, municipalities, and residents; facilitating the 21-member county board in a cost-benefit analysis of strategy alternatives; facilitating department-level meetings to identify new trends, challenges, and recommended areas of focus for the Board to consider in its deliberations; leading the Board and County Administrator in drafting a vision, mission, values, and strategic goals; and assisting staff in designing an on-line survey to obtain public feedback on the proposed vision and goals. Michelle wrote the original plan and has facilitated updates to the plan in 2009, 2011, 2013, 2015, and 2017. Michelle's involvement in the County's strategic planning process was award-winning, as it was recognized by the National Association of Counties for community engagement activities. BerryDunn was engaged in 2023 to complete the next planning cycle for the County with Michelle serving as the firm's project manager.

City of Lauderhill, Florida
Daphne Dyer, Assistant Director of Parks and Recreation
954.321.2454 | ddyer@lauderhill-fl.gov

05/2022 – Present
$59,600

The City selected BerryDunn to adopt and implement a strategic plan that would serve as a living, guiding document and enable sound progress toward achieving its desired future. Centered on consensus building and inclusivity, the City wished to engage the City Commission—as well its staff, residents, and other stakeholders—in discovering a shared strategic vision and mission; identifying strategic goals and accompanying objectives, tactics, human and budgetary resources, and desired metrics and outcomes; and developing an actionable strategic plan that encompasses said details, as well as implementation recommendations.

City of Cooper City, Florida
Joseph Napoli, City Manager
954-424-4300 | jnapoli@groveland-fl.gov

04/2021 – 04/2022
$29,800

After the City engaged BerryDunn to develop a strategic plan, we reviewed existing documents and data; engaged residents, business owners, elected officials, City staff, and executive management to help ensure all voices and opinions were heard. We conducted interviews, meetings, community forums, developed a customized Social Pinpoint site; and facilitated strategic planning sessions. As a result, we uncovered the City's most pressing challenges, promising opportunities, and important priorities to focus on over the next 10 years and outlined implementation action to encourage and gauge overall success.

City of Milton, Georgia
Steve Krokoff, City Manager
678-242-2571 | steven.krokoff@cityofmiltonga.us

07/2020 – 02/2021
$53,400

BerryDunn concluded the City's strategic planning process. Phases in this process included project initiation and planning, an Environmental Scan, community visioning, and strategic plan development. Most of this project took place remotely and utilized tools, such as Social Pinpoint, to boost information sharing and community engagement efforts. The City Council Strategic Planning Retreat and team building with executive leadership were conducted on-site. Also part of this engagement was an emphasis on preservation related to the City's reputable high quality of life and current and anticipated growth. The most challenging aspect of this engagement was increasing the racial and ethnic diversity of the City's community engagement effort. Milton is becoming a more diverse community, and the City wanted to engage the participation of residents who have been underrepresented or not invited to participate in the past. BerryDunn worked with the City to identify new individuals and organizations and conducted persistent outreach efforts to help make sure these voices were an integral part of the planning process. The final plan has an updated vision and mission for the City, a new set of organizational values developed by the Council and City staff, strategic priorities, current and future state descriptions of each priority, strategic goals, short-term objectives, and outcome measures. The City Council adopted the plan in March 2021.

City of Westminster, Colorado
Jody Andrews, Interim City Manager
303-658-2400 | jandrews@cityofwestminster.us

02/2021 – 05/2022
$29,900

The City engaged BerryDunn to conduct its strategic planning process. Each year, the City revisits its strategic plan to help ensure reaching its vision is realistic and actionable. Our project team led the City Council in a two-day retreat to refine and identify new goals and objectives; lead City staff, department heads, and other stakeholders in identifying short-term actions; support the goals and objectives within the plan; and help ensure alignment with the City's vision and direction for the community. As a result, a one-page strategic plan update document was developed. Since then, the City has retained BerryDunn to lead its City Council in the development in an entirely new strategic plan to reflect changed priorities and to emphasize measuring outcomes.

City of Gresham, Oregon
Ashley Graff, Assistant to the City Manager
503-618-2297 | ashley.graff@greshamoregon.gov

10/2021 – Present
$89,100

The City of Gresham contracted with BerryDunn to support the City's shift from an annual Council Work Plan to a long-term, comprehensive strategic plan that sets a course for the future and lays the groundwork for successful implementation. The City envisioned a strategic planning process that would empower its community to articulate its vision for the future, while enabling the Mayor and Council to set strategic priorities and goals. We worked with a subcontracted DEI expert on this initiative to effectively engage the City's diverse community.



City of Menifee, California
Rebekah Kramer, Assistant to the City Manager
951-723-3765 | rkramer@cityofmenifee.us

08/2022 – 03/2023
$64,900

BerryDunn is currently assisting the City of Menifee in developing a long-term strategic visioning effort that will establish a set of priorities and objectives for its next five years, inform the development of departmental work plans, and provide implementation guidance. Our approach focuses on engaging and analyzing the City's internal organization and larger, external community through interviews, research, and community forums. Through these efforts and in partnership with key stakeholders, we will develop a strategic plan and performance monitoring guidance.

5. Project Approach

5.1 Understanding the City's Needs

Located 10 miles north of Sarasota and bordered by the Manatee River, Bradenton is a rapidly growing City with much to offer. From its sweeping sugar sand beaches to bustling downtown scene, it's not hard to imagine why so many flock to "the friendly city" as a vacation destination or to put down roots and call home.

As the community it serves grows and changes, the City has highlighted the need for it too to evolve. With many exciting, expansive projects currently underway, such as the development of a new Fire Station, Police Department Building, Public Works Complex, Public Safety Operations Center, and updates to its iconic Riverwalk and City Hall, the City has already taken steps to meet the needs of its growing population.

The City benefits from proactive leadership who see an even greater and more equitable future for its citizens. In line with that mindset comes the City desire to partner with a highly qualified consultant to assist in the development of a 2-, 5-, 10- and 20-year strategic plan that will guide and inform the City and its decisions.

This is where BerryDunn comes in. As a nationally recognized firm with a dedicated Local Government Practice Group, we have more than 30 years of experience conducting strategic planning initiatives for local government organizations. Our clients benefit from our:

- Proven yet flexible approach
- Supportive engagement and facilitation methodologies
- Deep background in performing projects of this nature
- Broadly specialized staff

This—along with our clear understanding of the strengths and potential opportunities in the region—will help ensure the City's success on this initiative. We focus on developing strategic plans that become an active part of organizational progress. Further, we understand that a strategic plan is meant to serve an organization both in the short- and long-term, and as such, must reflect a shared vision for what stakeholders decide together and guide activities that help ensure that vision is achieved. We will work closely with the City and its stakeholders to fully understand its culture and the full scope of its current environment; identify strategic goals, objectives, tactics, and resources; develop measurable, desired outcomes; and outline the actions necessary to help ensure the City gets to where it wants to go.



5.2 Approach and Guiding Methodologies



Our project team will engage the City's elected and appointed officials, staff, residents, community groups, major employees, key partners (such as colleges and universities, school districts, nonprofit community, and member municipalities) and other stakeholders in ways that will maximize creativity and innovation and inspire collaboration and consensus for achieving its vision. We will help the City develop a strategic plan that can reasonably be implemented with support and commitment from its stakeholders.

A strategic plan is a living document that defines the organization's reason for being. It establishes a clear and compelling vision; sets measurable objectives and lays out the desired impact on and value added to entire communities—residents, business, employees, and other stakeholders; and helps set a direction and focus and assists in aligning resources to accomplish strategic objectives.



Having a clear, concrete strategic direction will help keep the City on track and focused on what is important when challenges, setbacks, and unanticipated events occur. It also help ensure decisions, policies, plans, programs, and processes are designed through the lenses of stewardship of resources, equity, and collective impact.

Achieving Consensus and Quickly Moving Groups to Action

We will design and conduct a well-facilitated strategic planning process that uses data and personal knowledge to assess the City's environment. Our project team will use the ICA ToP® facilitation methodology to help ensure the City's strategic planning sessions are highly collaborative and inclusive of all stakeholders. The ToP® methodology emphasizes structured participation that pulls information into the group's thinking process and creates a clear

intention, helping members of the group align with one another and reach consensus. Structured participation encourages the values shown to the left.

Encouraging Crossing Boundaries and Strengthening Interdependencies

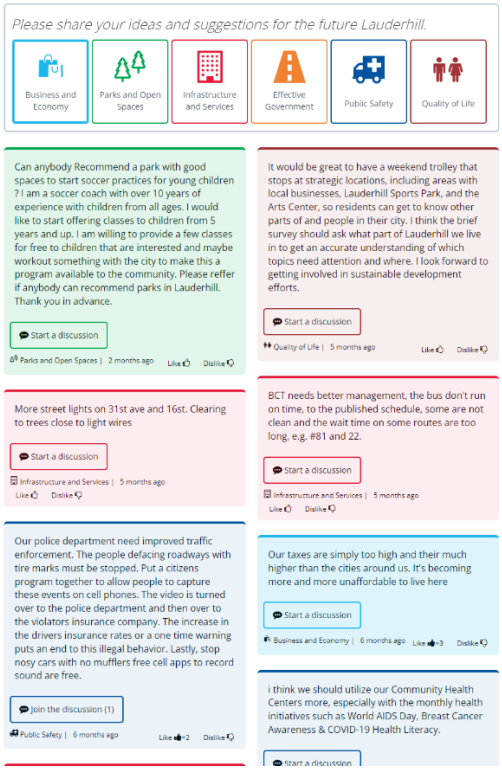
Strategies are themes for action, and successful strategies will often cross organizational and community boundaries and appeal to several environmental factors. We will help stakeholders recognize these interrelationships and critical interdependencies, identifying how they align with overall strategic goals.

Applying Effective Tools

Another key to success is aligning financial resources of the organization with strategic priorities. When groups have difficulty agreeing on priorities or selecting just a few to focus on, we use a cost-benefit scoring sheet that helps the group score the impacts, risks, level of difficulty, and effort for each strategy or objective to determine the ones to prioritize. We can customize this tool for use with the City if the group is having difficulty achieving consensus.

Developing Clear and Compelling Plans That Articulate a Business Case

We will write strategic goals, initiatives, and actions in a common language to evoke a clear picture of success to serve as a useful tool for the City's decision-making. Our project team has facilitated clear, compelling strategic plans for more than 60 public-sector entities and system-level plans involving multiple levels of government, jurisdictions, and agencies. Our clients use these plans to drive budget decisions, execute strategies, and publish the results to communicate with stakeholders and the public.



Effectively Engaging the Public

We will utilize several strategies to effectively engage and collect data and information from the public, including developing communications, conducting interviews and focus groups, and creating an interactive project landing and engagement website via Social Pinpoint.

Social Pinpoint is a customizable community engagement platform that is used to inform stakeholders of project goals, objectives, and progress, and provide opportunities to interact and gather information. This tool has several features that we use frequently and as needed throughout strategic planning projects, such as forums, mapping, an ideas wall, and surveys. It is also important to note that Social Pinpoint is mobile friendly and has google translate interface.

With this tool, we will easily be able to set up a landing page and sub-pages for the City to capture the culture of the stakeholders it serves—providing opportunities for participants to contribute to the City's mission, values, vision, and strategic priorities. We will also be able to track analytics and progress in real-time, promote participation, and set up email notifications to help ensure that, even in a remote environment, effective strategic planning and community engagement activities can take place.

We recently developed fully customized Social Pinpoint sites to support the following clients as well as others:

- City of Creswell, Oregon
- City of Groveland, Florida
- City of Ennis, Texas
- City of Lauderhill, Florida
- City of Menifee, California
- City of Milton, Georgia
- City of Peoria, Illinois
- City of Redlands, California
- City of St. Charles, Illinois
- City of Wausau, Wisconsin
- City of Washougal, Washington
- City of Westminster, Colorado
- DuPage County, Illinois
- Jefferson County, Washington
- Lake County, Illinois
- Lancaster County, Nebraska
- Lane County, Oregon

5.3 Work Plan

BerryDunn strives to be flexible when it comes to development and execution of an effective work plan. We understand that no two projects are exactly alike and believe that **one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs.**

Figure 3 presents an overview of our work plan intended to achieve the City's goals and objectives for this important initiative.

Figure 3: Work Plan Overview



Below and on the following pages, we provide details of our work plan to conduct the City's project effectively and efficiently as described in Figure 3.

Phase 1: Project Initiation and Management

1.1 Prepare for and conduct an initial virtual project planning meeting. Upon conducting background research to gain more familiarity with the City, we will conduct initial project planning with the City's project team to identify project milestones and expectations for stakeholder engagement in the strategic planning process. We will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing

communications between BerryDunn and the City, as well as our approach to scope, risk, and resource management. We will also review possible formats for the Final Bradenton Strategic Plan. These discussions will help us to refine our currently proposed Project Work Plan and Schedule.

1.2 Request and compile documents and data. We will request and compile documentation and data to help us better understand the current environment and inform engagement activities.

Examples include:

- Key performance metric data
- Program descriptions and data
- Past internal and external assessments
- Past strategic plans and associated material, including the City's finances, infrastructure, staff, demographics, socioeconomics, business development, job opportunities, housing, recreation, and technology
- Other existing planning and policy documents, organizational charts, staffing, and budgeting details
- Data from any previous community and stakeholder engagement efforts that are relevant to development of the strategic plan
- Previous surveys of City stakeholders and staff
- Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, Centers for Disease Control and Prevention, the Opportunity Index, and other state and local data sources

Once provided, we will review the documentation and data to help us produce an Environmental Scan and SWOT Analysis that will inform engagement activities.

1.3 Develop a Project Work Plan and Schedule. Based on the information gathered from our initial project planning meeting and document and data review activities, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the strategic planning process. The Project Work Plan and Schedule will also include agreed-upon procedures between BerryDunn and the City related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a videoconference with the City's project team to review the drafts and solicit feedback. This videoconference will introduce the City's project team to our document review process and provide an opportunity for the City to share input on a critical step in the process. We will incorporate the City's feedback and finalize the documentation before distributing it in final form.

- ***Deliverable 1*** *– Project Work Plan and Schedule*

1.4 Develop communications and messaging. We will assist the City in developing a stakeholder engagement list. This will include developing communications and messaging to build awareness for the process, its intended outcomes, and opportunities for stakeholders to get involved, as well as to keep City Council, City staff, and community stakeholders informed about the strategic planning process. It will also include any kickoff presentations for orientation of the

Phase 1: Project Initiation and Management

City Council and City leadership. We will review messaging and communications with the City's project team before finalizing and working with the City's project team to distribute them.

1.6 Conduct Biweekly Project Status Meetings. Our project manager and facilitator, Karen Whichard, will conduct Biweekly Project Status Meetings with the City's project manager on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

- ***Deliverable 2*** *– Biweekly Project Status Meetings*

Phase 2: Stakeholder Engagement, Environmental Scan, and SWOT Analysis

2.1 Coordinate stakeholder engagement logistics. We will coordinate with the City to schedule and handle logistics for community engagement activities, including interviews, focus groups, and community meetings. All logistics will be managed to help ensure we create accessible involvement, promote participation, and build trust with participants in our activities.

2.2 Develop the City's Social Pinpoint site. We will use tools and technology that will help to encourage collaboration with the City and its stakeholders. One of these tools, a virtual engagement platform called Social Pinpoint, will be customized to encourage community engagement in the strategic planning process and to gain broad stakeholder input that will be used to inform development of the Final Bradenton Strategic Plan. We will work in collaboration with the City to help ensure its landing page is built thoughtfully and speaks to its culture. Additionally, within this landing page, City stakeholders will have access to an external survey, idea wall, and other engagement tools that will help gather information related to the City's current environment and the community's desired vision for the City's future.

2.3 Review and analyze City-provided documents and data. We will review and analyze the documents and data requested in Task 1.2 This will be used to help us produce an Environmental Scan and SWOT Analysis that will inform engagement activities.

2.4 Create a Services Inventory. We will use key documents to create a high-level services inventory of existing programs and core City services. This will help identify gaps and opportunities for new approaches to service delivery including partnerships and collaborations.

2.5 Benchmark Peer Communities. We will work with the City Administrator and the City's project team to identify peer communities for benchmarking. This will assist us in evaluating the City's current state, developing realistic goals and associated tasks, and creating progress reporting metrics.

Phase 2: Stakeholder Engagement, Environmental Scan, and SWOT Analysis

2.6 Conduct interviews with City stakeholders. We will conduct individual and group interviews and focus groups with the City's elected officials, Community Redevelopment Agency, department directors, key staff, and community stakeholders, as appropriate, to thoroughly review and assess services and the needs of the community. These interviews will be guided by previously developed questions and protocols. Working with these diverse stakeholder groups, we will help ensure alignment and cohesion for the City's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

2.7 Synthesize information gathered and develop a Draft Environmental Scan and SWOT Analysis. We will synthesize information gathered through quantitative and qualitative research, document and data review, Social Pinpoint, and leadership and stakeholder interviews to develop a Draft Environmental Scan and SWOT Analysis. The format will be a highly visual and compelling slide deck and will be used to inform the upcoming community forums and strategic planning sessions.

2.8 Present Draft Environmental Scan and SWOT Analysis to City project team. We will present the Draft Environmental Scan and SWOT Analysis to the City's project team to solicit input and gain consensus. The presentation will provide an overview of the City's current environment; a detailed SWOT Analysis; and discovery outcomes.

- ***Deliverable 3*** *– Draft Environmental Scan and SWOT Analysis*

2.9 Design, prepare for, and conduct community forums. Using information gathered to date and the ICA ToP® facilitation methodology, we will design a community forum format that is structured to educate, inform, and engage all participants in developing a vision for the City. of three community forums to gather perspectives and ideas from the community. We will use the Draft Environmental Scan and SWOT Analysis to educate the community about the current environment of the City.

2.10 Update the Draft Environmental Scan to final. We will incorporate community forum outcomes in our Draft Environmental Scan, review it with the City's project team, and solicit feedback before updating it to final. The Final Environmental Scan will guide and inform strategic planning sessions, as well as generate excitement for the process amongst stakeholders, encourage new ideas, and foster a sense of cohesion and optimism for the future. The Final Environmental Scan will also include a SWOT Analysis, as well as the benchmarking and services inventory data, that will assist in the development of the Final Bradenton Strategic Plan.

- ***Deliverable 4*** *– Final Environmental Scan and SWOT Analysis*

Phase 3: Strategic Plan Development

3.1 Develop the meeting design and agendas for Strategic Planning Sessions 1 and 2. We will design and develop agendas for Strategic Planning Sessions 1 and 2. Each session's design and agenda will guide the strategic planning progress and will include a presentation of the Final Environmental Scan and SWOT Analysis to provide participants with a shared

understanding of the current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. Each session will focus on building consensus and refining the strategic priorities identified, as well as the City's vision and key results. We will review the meeting designs and agendas for each session with the City's project team before updating them to final.

3.2 Facilitate Strategic Planning Session 1. Strategic Planning Session 1 will focus on developing the City's mission, vision, and guiding principles with the City Council. This session will be guided by the previously developed meeting design and agenda, as well as the Environmental Scan. We will use the ICA ToP® facilitation methodology, designed to produce group consensus, to address and resolve any conflicting values or visions. We will document the outcomes of this session to review with the City's project team and plan for next steps.

3.3 Facilitate Strategic Planning Session 2. Strategic Planning Session 2 will be conducted with City leadership and staff and will focus on developing strategic priorities, goals, objectives, and performance metrics and outcome measures. It will be guided by the previously developed meeting design and agenda, outcomes of Strategic Planning Session 1, and the Environmental Scan. We will document outcomes of this session and review with the City's project team.

3.4 Develop the Initial City Strategic Plan Draft. We will develop the Initial City Strategic Plan Draft in an agreed-upon format for the final document. This plan document will include an executive summary as well as a detailed 2-, 5-, 10-, and 20-year plan that identifies the City's shared vision, mission, guiding principles, strategic priorities, goals, objectives, and performance measures. It will also include a description of the strategic plan development process, resulting action steps and benchmarks to help the City achieve its mission, and a plan and timeline for carrying out the strategic plan internally and externally. We will work with City leadership and staff to refine the objectives and performance measures as we draft the plan. We will recommend future follow-up activities, as well as considerations for action and implementation planning, and the means to evaluate progress. We will review this draft with the City's project team to solicit feedback, as well as create opportunities for select stakeholders to review and provide feedback, before updating to final.

3.5 Finalize SMART goals and strategic objectives. With the workshops and outcomes of Strategic Planning Sessions 1 and 2, we will work with the City's project team to finalize objectives and SMART goals. The SMART goals will be quantifiable in terms of actual progress made toward meeting the objectives and appropriate as it relates to the City's size, operations, management, and systems. We will document outcomes, as well as a process and schedule for progress reporting and performance evaluation to help ensure effective tracking and monitoring.

3.6 Develop and Present the Initial Bradenton Strategic Plan Draft. We will develop the Initial Bradenton Strategic Plan Draft in an agreed-upon format for the final document. This plan document will include an executive summary, as well as a detailed plan that identifies the City's shared vision, mission, guiding principles, strategic priorities, goals, objectives, and performance measures. We will review this draft with the City Administrator and the City's project team and prepare a presentation to present the Initial Bradenton Strategic Plan Draft to the City Council in a work session. This will serve as an opportunity for the City Council to provide feedback and make any final changes.

Phase 3: Strategic Plan Development

- ***Deliverable 5*** *– Initial Bradenton Strategic Plan Draft*

3.7 Final Bradenton Strategic Plan. After reviewing the Initial Bradenton Strategic Plan Draft with the City Council, we will incorporate and Council requested edits and develop a graphically designed, Final Bradenton Strategic Plan for final approval and adoption. As noted in Task 3.4, the Final Bradenton Strategic Plan will include 2, 5, 10, and 20-year goals and will detail the City's shared vision, mission, guiding principles, strategic priorities, SMART goals, objectives, performance measures, and benchmarks to help the City achieve its mission. It will also include a description of the strategic plan development process, as well as the development of a one-page "Plan at a Glance" document, that can serve as a standalone high-level summary of the Strategic Plan. The "Plan at a Glance" will follow the design and branding of the full strategic plan and include mission and vision statements, guiding principles/values, strategic priorities, strategic goals, and a link to the website where the full Plan can be reviewed or downloaded.

3.8 Present Final Bradenton Strategic Plan. We will review the Final Bradenton Strategic Plan with the City Council in a work session. This will serve as an opportunity for the City Council to provide feedback and make any final changes.

- ***Deliverable 6*** *– Final Bradenton Strategic Plan*

Phase 4: Implementation Planning and Progress Reporting Support

4.1 Develop implementation plan template. We will develop an implementation plan template that will identify resources, partners, department and division leads, anticipated timelines, interdependencies, actions, and other information to help enable the plan implementation and progress reporting process. This template will be customized to the City's needs and will serve as a tool to delegate responsibilities, track progress, and assist in the overall longevity and sustainability of the Final Bradenton Strategic Plan. Using the template, we will facilitate the City's leadership and staff in developing a completed implementation plan that they fully own and are ready to execute.

4.2 Develop, review, and finalize Implementation Plan. Using the considerations gathered in Task 4.1, we will create a draft Implementation Plan, which will include a proposed approach to measuring progress and effectiveness of the Final Bradenton Strategic Plan implementation. We will facilitate meetings with City leadership and staff to finalize the Implementation Plan.

4.3 Develop an annual reporting calendar and quarterly progress reporting templates. We will develop an annual reporting calendar and quarterly progress reporting templates the City can use to report its progress toward the priorities, goals and objectives in the plan. These templates can also be developed to document relevant data and prepare for budget planning and align the Strategic Plan with the City's budget. We will review the templates with the City's project team and incorporate feedback before updating to final.

Phase 4: Implementation Planning and Progress Reporting Support
4.4 Review policies, procedures, and structural change recommendations. We will present the Implementation Plan to the City's project team and department leadership to help ensure compliance with the Final Strategic Plan before updating to final.
4.5 Support the City with implementation plan rollout. We will work with the City to support with the rollout of the implementation plan and progress reporting structure. This, along with the tasks listed above, will give the City the tools necessary to sustainably implement the Final Bradenton Strategic Plan and make any necessary adjustments.
◢ ***Deliverable 7*** *– Implementation Plan*
4.6 Conduct project closeout activities. Once the strategic planning effort is complete, we will perform closeout activities, including providing the City with documentation developed and collected during the process, and conducting lessons learned and knowledge-sharing activities. Conducting this task will equip the City with the tools needed to continue to progress toward its vision and to successfully implement its plan, even after the project is complete.

5.4 Anticipated City Involvement

Table 1 presents anticipated City involvement for associated planning purposes.

Table 1: Anticipated City Involvement

City Role	Tasks
Project Team	• Participate in the initial project planning meeting • Participate in Biweekly Project Status Meetings • Provide relevant requested documents and data • Review and approve the Project Work Plan and Schedule • Help schedule interviews and workshops with Council members • Review and approve interview questions and protocols • Review and approve the Environmental Scan and SWOT Analysis • Review and approve the Final Bradenton Strategic Plan • Review and approve the Final Implementation Plan
Project Manager	• Participate in the initial project planning meeting • Provide feedback for the Environmental Scan and SWOT Analysis • Provide feedback for the Final Bradenton Strategic Plan • Provide feedback for the Final Implementation Plan
City Council	• Participate in individual one-on-one interviews • Participate in a strategic planning session • Provide feedback for and approval of the Final Bradenton Strategic Plan
City Administrator	• Participate in the initial project planning meeting • Provide feedback for the Environmental Scan and SWOT Analysis • Provide feedback for and approval of the Final Bradenton Strategic Plan
City Staff	• Participate in individual one-on-one interviews and focus groups, as appropriate
City Leadership	• Participate in individual one-on-one interviews and focus groups, as appropriate • Participate in a strategic planning session
Community Stakeholders	• Participate in individual one-on-one interviews and focus groups, as appropriate

6. Current and Projected Workload

6.1 Strategic Planning

Below, we provide a representative list of clients for whom our project team members have performed similar services within the last six years. Projects in **bold** indicate opportunities that are currently active or have been recently awarded. It is important to note that we are involved in projects in varying capacities and at various stages, and we only propose on projects were both qualified and available to complete.

- City of Beaverton, Oregon
- City of Cooper City, Florida
- City of Creswell, Oregon
- City of Edgewater, Colorado
- City of Ennis, Texas
- **City of Foley, Alabama**
- City of Gresham, Oregon
- City of Groveland, Florida
- City of Lauderhill, Florida
- City of Menifee, California
- City of Milton, Georgia
- **City of New Braunfels, Texas**
- **City of Peoria, Illinois**
- City of Redlands, California
- City of Springfield, Missouri
- City of Springfield, Oregon
- City of St. Charles, Illinois
- City of Tacoma, Washington
- City of Washougal, Washington
- City of Wausau, Wisconsin
- City of Westminster, Colorado
- **DuPage County, Illinois**
- **Jefferson County, Washington**
- **Lake County, Illinois**
- Lancaster County, Nebraska
- Lane County, Oregon
- Marquette County, Michigan
- Metro Parks Tacoma, Washington
- Newton County, Georgia
- **Orange County, North Carolina**
- Oregon Department of Environmental Quality
- Oregon Department of Human Services
- Oregon Harbor of Hope
- San Mateo County, California
- Santa Clara County, California
- **St. John's County, Florida**
- **Summit County, Colorado**
- **Tompkins County, New York**
- **Town of Holliston, Massachusetts**
- Tualatin Hills Parks and Recreation District, Oregon
- Weld County, Colorado
- **Washington County, Minnesota**

7. Schedule/Timeline

Below, we highlight our proposed project schedule for the City's requested work effort. We are happy to adjust this schedule to best accommodate the City's needs, as appropriate.

Table 2: Anticipated Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8
Phase 1	D1	***D2:** Biweekly Project Status Meetings* →						
Phase 2		D3		D4				
Phase 3					D5	D6		
Phase 4							D7	

8. Compensation

Table 3 shows our proposed fixed fee for the City's Strategic Plan. This fee reflects the level of effort we believe is required to complete the requested scope. Other factors that contributed to this fee include:

- Our staffing plan and resource allocation, which provides the City with the appropriate number of resources and the level of expertise needed to complete the project tasks
- Our experience conducting projects of similar scope and size
- Our proposed team's experience working together on similar projects

Table 3: BerryDunn's Proposed Fees

Phase and Deliverable	Proposed Fee
Phase 1: Project Initiation and Management	$20,435
Phase 1 Expenses	*$2,100*
Phase 2: Stakeholder Engagement, Environmental Scan, and SWOT Analysis	$39,060
Phase 2 Expenses	*$3,065*
Phase 3: Strategic Plan Development	$22,390
Phase 3 Expenses	*$9,500*
Phase 4. Implementation Planning and Progress Reporting Support	$23,280
Total	**$105,165**
Total Expenses	**$14,665**
Proposed Fix Fee Cost	**$119,830**

Our fee proposal assumes that satisfying a deliverable is based on the City's signed acceptance. We will work with the City project manager to update our deliverables as required until they are accepted by the City. The City will not incur any additional costs associated with the process of reaching deliverable acceptance.

Hourly Rates

We are pleased to propose a team, as detailed in Section 2, with the expertise, experience, and availability to fulfill the City's request. ***Table 4 presents an estimate of each team member's anticipated hourly commitment to this initiative.***

Table 4: BerryDunn Team Member's Estimated Hours

Team Member	Project Role	Hourly Rate
Seth Hedstrom	Project Principal	$525
Michelle Kennedy	Engagement Manager	$340
Karen Whichard	Project Manager, Facilitator	$290
Shannon Flowers	Facilitator	$290

Khara Dodds	Community Development Expert	$290
Maddison Powers Spencer	Research Analyst	$210
Various	Subject Matter Expert	$340

Appendix A. Requested, Negotiable Exceptions

Listed below are requested, negotiable exceptions to the City's provided terms and conditions. We believe in being fully transparent about any potential conflicts at the time of proposal. To this end, we have our Compliance Team perform a thorough review. As consultants focused on government clients, we are aware of the limitations on exceptions and additional constraints. If selected for this project, we fully expect to work with the City to reach an agreement on these terms that is fair and beneficial to both parties.

Page 13, Section 15: As is industry standard, we cannot name a client as an additional insured on our Professional Liability or Workers' Compensation policy, but may list them as a certificate holder.

Page 16: BerryDunn has a robust professional liability policy with a deductible of $750K, appropriate for the amount of coverage we have and the size of our firm. It is prohibitively expensive for our firm to lower our deductible to $50K. We are happy to provide financial information to demonstrate our ability to self-insure up to our current deductible.

Page 25, Section 42.1: We ask for an exception to the indemnification lanugage to the extent it applies to professional services. BerryDunn has a robust professional liability policy for acts or omissions of BerryDunn, our agents, employees and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify. In order to help ensure that our clients have the protection of this policy, we ask to use the following language instead:

"The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client against damages, liabilities and costs arising from the negligent acts of the Contractor in the performance of professional services under this Agreement, to the extent that the Contractor is responsible for such damages, liabilities and costs on a comparative basis of fault and responsibility between the Contractor and the Client. The Contractor shall not be obligated to indemnify the Client for the Client's own negligence."

Appendix B. Forms

APPENDIX A

Form#1 – Response Form

City of Bradenton
Response Form

Company Name: Berry, Dunn, McNeil & Parker, LLC

Date Submitted August 30, 2023

PROJECT IDENTIFICATION: # 23-013EJ

NAME: Strategic Planning Services

COMPANY NAME: Berry, Dunn, McNeil & Parker, LLC

NAME & TITLE: (TYPED OR PRINTED) Seth Hedstrom, Principal

BUSINESS ADDRESS: (PHYSICAL) 2211 Congress Street

Portland, Maine 04102

CORPORATE OR MAILING ADDRESS: ☑ SAME AS PHYSICAL

ADDRESS MUST MATCH SUNBIZ

E-MAIL ADDRESS: shedstrom@berrydunn.com

PHONE NUMBER: (207) 541-2200 FAX NUMBER: (207) 774-2375

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

No. 1	Dated: August 11, 2023	No. 4	Dated: August 28, 2023
No. 2	Dated: August 22, 2023	No.	Dated:
No. 3	Dated: August 24, 2023	No.	Dated:

City of Bradenton, Bradenton, Florida

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

Tax Payer Identification Number: 01-0523282

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

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

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

Where Proposer is a Corporation, add:

Berry, Dunn, McNeil & Parker, LLC
Company Name: (Name printed or typed)

(Seal)

Daphne Edwards
Attest:

Authorized Proposer:

Seth Hedstrom
Proposer: (Name printed or typed)

Principal
Authorized Signature and Proposer Title

Secretary

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



Detail by Entity Name

Foreign Limited Liability Company
BERRY, DUNN, MCNEIL & PARKER LLC

Filing Information

Document Number	M03000002254
FEI/EIN Number	01-0523282
Date Filed	07/10/2003
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Last Event	CANCEL ADM DISS/REV
Event Date Filed	07/05/2005
Event Effective Date	NONE

Principal Address

2211 CONGRESS STREET
PORTLAND, ME 04102

Changed: 04/18/2021

Mailing Address

2211 CONGRESS STREET
PORTLAND, ME 04102

Changed: 04/18/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 01/25/2007

Address Changed: 01/25/2007

Authorized Person(s) Detail

Name & Address

Title Manager

ERB, C.P.A., DAVID A
2211 CONGRESS STREET
PORTLAND, ME 04102

Title Manager

LEADBETTER, CHARLES K, III
2211 CONGRESS STREET
PORTLAND, ME 04102

Title Manager

MICHAUD, C.P.A., TAMMY P
2211 CONGRESS STREET
PORTLAND, ME 04102

Title Manager

Parker, C.P.A., Kathy
2211 CONGRESS STREET
PORTLAND, ME 04102

Title Manager

Belliveau, C.P.A., Sarah
2211 CONGRESS STREET
PORTLAND, ME 04102

Annual Reports

Report Year	Filed Date
2021	04/18/2021
2022	04/24/2022
2023	04/27/2023

Document Images

04/27/2023 -- ANNUAL REPORT	View image in PDF format
04/24/2022 -- ANNUAL REPORT	View image in PDF format
04/18/2021 -- ANNUAL REPORT	View image in PDF format
01/31/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
01/02/2018 -- ANNUAL REPORT	View image in PDF format
04/25/2017 -- ANNUAL REPORT	View image in PDF format
04/15/2016 -- ANNUAL REPORT	View image in PDF format
04/17/2015 -- ANNUAL REPORT	View image in PDF format
04/18/2014 -- ANNUAL REPORT	View image in PDF format
03/26/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
03/11/2011 -- ANNUAL REPORT	View image in PDF format
04/27/2010 -- ANNUAL REPORT	View image in PDF format

04/28/2009 -- ANNUAL REPORT	View image in PDF format
01/11/2008 -- ANNUAL REPORT	View image in PDF format
01/25/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
07/05/2005 -- REINSTATEMENT	View image in PDF format
07/10/2003 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

Form# 2 – Interest in Competitive Bid

FORM 3A INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

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

WHO MUST FILE THIS STATEMENT

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

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

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is: Name Position

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to the transacted in the event that this bid is awarded is as follows:
   a. The realty, goods and/or services to be supplied specifically include: _____
   b. The realty, goods and/or services will be supplied for the following period of time: _____
   c. Will the contract be subject to renewal without further competitive bidding? ____ Yes ____ No if so, how often? _____

6. Additional comments:

7. Signature Date Signed Date Filed

FILING INSTRUCTIONS

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

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

Form# 3 – Non-collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of Maine

County of Cumberland

Seth Hedstrom, being first duly sworn, deposes and says that they are

Principal, the party making the fore-going solicitation
(Partner or officer of the firm, etc.)

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

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

Berry, Dunn, McNeil & Parker, LLC
(Company Name)

STATE OF Maine

COUNTY OF Cumberland

The foregoing instrument was acknowledged before me by means of ☑physical presence or ☐online, this August 30, 2023 by Seth Hedstrom of BerryDunn, a Portland, Maine corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

(Signature of person taking acknowledgment)

Daphne Edwards
(Name of notary typed, printed or stamped)

Administrative Assistant
(Title or rank)

DAPHNE EDWARDS
NOTARY PUBLIC
State of Maine
My Commission Expires
January 5, 2030

(Serial number, if any)

Form# 4 – Public Entity Crimes

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

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

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

by Seth Hedstrom, Principal
(*Print individual's name and title*)

for Berry, Dunn, McNeil & Parker, LLC
(*Print name of entity submitting sworn statement*)

whose business address is 2211 Congress Street Portland, Maine 04102

(If applicable) its Federal Employer Identification Number (FEIN) is 01-0523282

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

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

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

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

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

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

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

Form# 4 – Public Entity Crimes

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

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

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

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

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

_____
(*Signature*)

August 30, 2023
(*Date*)

STATE OF Maine
COUNTY OF Cumberland

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 30th day of , August, 2023 , by Seth Hedstrom .

DAPHNE EDWARDS
NOTARY PUBLIC
State of Maine
My Commission Expires
January 5, 2030

Daphne Edwards
(Signature of Notary Public - State of Maine)

Daphne Edwards, Administrative Assistant
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

Form# 4A- Negligence or Breach of Contract Disclosure Form

ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

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

1.	Your Company Name	Berry, Dunn, McNeil & Parker, LLC				
2.	Type of Incident	**Place an X in the appropriate block.**	Alleged Negligence		Breach of Contract	
3.	Date of Incident	Not Applicable				
4.	Who Took Action Against Your Company? (Include name, state, and City.)					
5.	What was the initial circumstance for this action?					
6.	What was the final outcome of this action?					

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

Page Number: [ ] of [ ]

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

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

Form# 5 – Drug-Free Workplace

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

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

Berry, Dunn, McNeil & Parker, LLC
CONTRACTOR VENDOR NAME

AUTHORIZED SIGNATURE

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Berry, Dunn, McNeil & Parker, LLC

Respondent's Authorized Representative Name and Title: Seth Hedstrom, Principal

Address: 2211 Congress Street

City: Portland State: Maine Zip: 04102

Phone Number: (207) 541-2200 Respondent FEIN: 01-0523282

Email Address: shedstrom@berrydunn.com

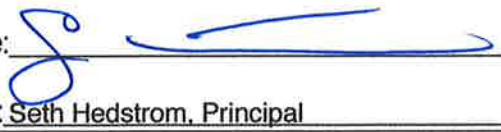
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant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

Certification:

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

Certified By: Seth Hedstrom,

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

Authorized Signature: 

Print Name and Title: Seth Hedstrom, Principal

AGENDA ITEM NO. 5.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: State of Florida Department of Commerce Grant Agreement Number HL220

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The 2023-2024 General Appropriations Act, line 2341A, appropriated One Million Dollars and Zero Cents ($1,000,000.00) to the City of Bradenton (Grantee) to fund construction of a new field at City Park that will allow the Grantee to host youth tournaments, college games, and outside groups.

FINANCIAL IMPACT:
$1,000,000.00 appropriation to fund construction of a new field at City Park.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney has reviewed.

SUGGESTED MOTION:
Motion to approve the State of Florida Department of Commerce Grant Agreement Number HL220.

ATTACHMENTS:
Grant Agreement Number HL220

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE

THIS GRANT AGREEMENT NUMBER HL220 ("Agreement") is made and entered into by and between the State of Florida, Department of Commerce ("Commerce"), and City of Bradenton, Florida ("Grantee"), a Florida municipality. Commerce and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, Commerce has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification
- Attachment 4: Minority and Service-Disabled Veteran Business Enterprise Report

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1, 2023 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2025 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a cost-reimbursement Agreement. Commerce shall pay Grantee up to One Million Dollars and Zero Cents ($1,000,000.00) in consideration for Grantee's performance under this Agreement. Commerce shall not provide Grantee an advance of Award Funds under this Agreement. Travel expenses are not authorized under this Agreement. Commerce shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and Commerce's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. Commerce shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual

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appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. Commerce may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in Commerce's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, Commerce may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to Commerce any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or

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debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. Commerce is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to Commerce under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with Commerce regarding Commerce's efforts to comply with the requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify Commerce of the receipt and content of any records request by sending an e-mail to PRRequest@commerce.fl.gov within one (1) business day after receipt of such request. Grantee shall indemnify, defend, and hold Commerce harmless from any violation of Florida's public records laws wherein Commerce's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. Commerce may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to Commerce if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to Commerce serves as Grantee's waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for as long as those records are confidential and exempt pursuant to Florida law. If Commerce's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. Commerce and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. Commerce may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide Commerce with copies of any records within 10 business days after Commerce's request at no cost to Commerce. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to Commerce includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to Commerce all public records in possession of Grantee or keep and maintain public records required by Commerce to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Commerce, upon request from Commerce's custodian of records, in a format that is compatible with the information technology systems of Commerce.

4. **Audit Rights.** Representatives of the State of Florida, Commerce, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic

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storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@commerce.fl.gov. Grantee's timely submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between Commerce and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

   IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Department of Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, Commerce may terminate this Agreement upon no less than 24 hour written notice to Grantee. Commerce shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute Commerce's default under this Agreement.

2. **Termination for Cause:** Commerce may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of Commerce in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** Commerce, by written notice to Grantee, may terminate this Agreement in whole or in part when Commerce determines in Commerce's sole and absolute discretion that it is in Commerce's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as Commerce otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If Commerce issues a Notice of Termination to Grantee, except as Commerce otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work Commerce does not terminate; (3) take such action as may be necessary, or as Commerce may specify, to protect and preserve any property which is in the possession of Grantee

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and in which Commerce has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to Commerce all property and materials belonging to Commerce pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify Commerce in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. Commerce, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against Commerce. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Commerce for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless Commerce determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Commerce or the State, in which case, Commerce may terminate the Agreement in whole or in part**.**

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. Commerce may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or

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the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to Commerce's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify Commerce's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon Commerce's request, Grantee shall provide to Commerce's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for Commerce which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. **Limitations on Advertising of Agreement.** Commerce does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from Commerce, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying Commerce or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of Commerce or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. **Disclosure of Sponsorship**. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Commerce." If the sponsorship reference is in written material, the words "State of Florida, Department of Commerce" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. **Recoupment**. Notwithstanding anything in this Agreement to the contrary, Commerce has an absolute right to recoup Award Funds. Commerce may refuse to reimburse Grantee for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of Award Funds if Commerce terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of Commerce's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. **Overpayments.** If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds

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that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to Commerce.

3. **Discovery of Overpayments**. Grantee shall refund any Overpayment of Award Funds to Commerce within 30 days of Grantee's discovery of an Overpayment or receipt of notification from Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. **Right of Set-Off.** Commerce and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to Commerce.

Commerce shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at Commerce's sole and absolute discretion, after Commerce's review of Grantee's insurance coverage when Grantee is unable to comply with Commerce's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide Commerce written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish Commerce proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any

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applicable coverage for any reason, Grantee shall immediately notify Commerce of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to Commerce's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of Commerce, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Commerce.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to Commerce's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable Commerce Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify Commerce in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of Commerce's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to Commerce any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Commerce information in Grantee's possession or electronic interference with Commerce operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to Commerce not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as Commerce's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of Commerce's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach

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of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of Commerce to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for Commerce and, upon creation, shall be owned exclusively by Commerce. To the extent that any such works may not be considered works made for hire for Commerce under applicable law, Grantee agrees, upon creation of such works, to automatically assign to Commerce ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to Commerce who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature Commerce has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of Commerce to do so. Grantee shall give Commerce written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate Commerce authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact Commerce's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the Commerce

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Agreement Manager listed herein in writing for the contact information of the appropriate Commerce authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to Commerce with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from Commerce.

4. Immediately upon discovery, Grantee shall notify Commerce, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or Commerce furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to Commerce a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await Commerce's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein, the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. Commerce, in its sole discretion, may require Grantee to refund to Commerce the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant Commerce a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the

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real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify Commerce in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, Commerce shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "Commerce" includes the State of Florida and any successor office, department, or agency of Commerce, and any person or entity which has been duly authorized to and has the actual authority to act or perform on Commerce's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. Each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. Commerce has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of

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all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

2. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

a) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
b) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

3. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to Commerce's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of Commerce, which consent may be withheld in Commerce's sole and absolute discretion. Commerce is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other

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provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by Commerce of any of provision herein shall be effective unless explicitly set forth in writing and signed by Commerce. No waiver by Commerce may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by Commerce to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** Commerce shall decide disputes concerning the performance of the Agreement, and Commerce shall serve written notice of same to Grantee. Commerce's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with Commerce a petition for administrative hearing. Commerce's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Commerce, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the

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State and Commerce, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of Commerce or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and Commerce from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to Commerce's misuse or modification of Grantee's products or Commerce operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for Commerce the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for Commerce the right to continue using the product, Grantee shall remove the product and refund Commerce the amounts paid in excess of a reasonable fee, as determined by Commerce in its sole and absolute discretion, for past use. Commerce shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or Commerce giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or Commerce in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and Commerce may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

BB. CONTACT INFORMATION FOR GRANTEE AND COMMERCE CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
City of Bradenton	Rob Perry
101 Old Main Street	101 Old Main Street
Bradenton, FL 34250	Bradenton, FL 34250
941-932-9433	941-932-9442
Lance.Williams@bradentonfl.gov	Rob.Perry@bradentonFL.gov

Commerce's Agreement Manager:	**Commerce's Secondary Agreement Manager:**
Megan Brand	Paige Proenza
107 East Madison Street, B047	107 East Madison Street, B047
Tallahassee, Florida 32399	Tallahassee, Florida 32399
850-245-7461	850-245-7476
850-245-7470	850-245-7470
megan.brand@commerce.fl.gov	paige.proenza@commerce.fl.gov

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement

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herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Remainder of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

FLORIDA DEPARTMENT OF COMMERCE		**CITY OF BRADNETON, FLORIDA**	
By	_____	**By**	_____
	Signature		Signature
Title	**J. Alex Kelly** **Secretary**	**Title**	**Gene Brown** **Mayor**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF COMMERCE

By: _____

Approved Date: _____

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ATTACHMENT 1
SCOPE OF WORK

A. **PROJECT DESCRIPTION:** The 2023-2024 General Appropriations Act, line 2341A, appropriated One Million Dollars and Zero Cents ($1,000,000.00) to the City of Bradenton (Grantee) to fund construction of a new field with lighting and to add lighting to the existing back field that will allow the Grantee to host youth tournaments, college games, and outside groups.

B. **GRANTEE RESPONSIBILITIES**:

B.1- New Field Construction
- B.1.1- Demolition of existing structures within the area now dedicated to the new field.
- B.1.2- Construction of new field and lighting.
- B.1.3- Construction of structures associated with new field, restrooms, concessions, and parking.

Provide a minimum of $3,000,000.00 in match funds for the Project, by the end of the Agreement period. Grantee shall provide a letter and supporting documentation to Commerce's Agreement Manager which demonstrates that the Grantee met its match requirements, including, but not necessarily limited to: the source of the contribution; the amount of each contribution and provide a summary of all match contributions. Commerce reserves the right to request any additional documentation Commerce deems necessary to support the Grantee's claim that it has met the match requirement. Commerce shall retain five percent (5%) of the total grant award as a financial consequence if Grantee fails to provide proof of match funds.

C. COMMERCE'S RESPONSIBILITIES: Commerce shall monitor progress, review reports, conduct site visits, as Commerce determines necessary, at Commerce's sole and absolute discretion, and process payments to Grantee.

D. DELIVERABLES: Grantee agrees to provide the following services as specified:

Deliverable No. 1 – New Field Construction		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall complete the activity for the new field, as specified in Section B.1. of the Scope of Work.	Grantee may be reimbursed upon 10%, 20%, 30%, 40%, 50%, 60%, 70%, 80%, 90%, and 100% completion of each task in this deliverable, as evidenced by submission of the following: • Statement from a licensed professional certifying that the work for which reimbursement is sought is complete. • Complete invoice package and reports as defined	Failure to complete the minimum performance shall result in non-payment.

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	in Sections E and F of the Scope of Work.	
		Deliverable 1 - $1,000,000.00
TOTAL AWARD NOT TO EXECEED: $1,000,000.00		

COST SHIFTING: The deliverable amounts specified within the Deliverables section D table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict Commerce's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from Commerce's Agreement Manager is required for changes to the above Deliverable amounts that do not exceed **20%** of each deliverable total funding amount. Changes that exceed **20%** of each deliverable total funding amount will require a formal written amendment request from Grantee, as described in **MODIFICATION** section of the Agreement. Regardless, in no event shall Commerce reimburse costs of more than the total amount of this Agreement.

E. **REPORTING:**

1. Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section D. Quarterly reports are due to Commerce within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. **If all required reports and copies are not sent to Commerce or are not completed in a manner acceptable to Commerce, payments may be withheld until the reports are properly completed or otherwise allowable by law.**
2. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report (Attachment 4) with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. Commerce's Minority Coordinator can be reached at (850) 245-7455 to answer concerns and questions.
3. Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

F. **INVOICE SUBMITTAL AND PAYMENT SCHEDULE:** Commerce shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section D above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

1. Grantee shall provide one invoice per quarter for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. Commerce may request any information from Grantee that Commerce deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification

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that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until Commerce accepts and approves the invoiced deliverable(s) and any required report(s). At Commerce's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to Commerce no later than 60 days after this Agreement ends and Commerce may, at Commerce's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

2. Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:
   - **a**. A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section D, Deliverables, of this Scope of Work; (3) have been paid or that professional services have been rendered in a rural community or rural area of opportunity as defined in section 288.065(2), F.S.; and (4) were incurred during the Agreement period;
   - **b.** Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
   - **c.** A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete;
   - **d.** Before and after photographs of the completed work;
   - **e.** Travel documentation with a completed State of Florida Travel Reimbursement Form;
   - **f.** A copy of all supporting documentation for vendor payments;
   - **g.** A copy of the cancelled check(s) specific to the project; and
   - **h.** A copy of the bank statement that includes the cancelled check.
3. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.
4. All documentation necessary to support payment requests must be submitted with Grantee's invoice for Commerce's review.
5. Grantee's invoice and all documentation necessary to support payment requests must be submitted into Commerce's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.
6. If the Grantee is a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), the payment of submitted invoices may be issued for verified and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement to the extent that federal or state law, rule, or other regulation allows such payments. Upon meeting either of the criteria set forth below, the Grantee may elect in writing to exercise this provision.
   a. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in section 288.0656(2), F.S., that demonstrates financial hardship; or
   b. A county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2), F.S., and which is located in a fiscally constrained county, as defined in section 218.67(1), F.S. If the Grantee meets the criteria set forth in this paragraph, then the Grantee is deemed to have demonstrated a financial hardship.

G. RETURN ON INVESTMENT: Grantee is required to provide, on or before October 31, 2023, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if

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applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

1. Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to Commerce's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.
2. Quarterly update reports shall be provided to Commerce's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

H. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section D, Deliverables, will result in Commerce's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect Commerce's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by Commerce to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by Commerce as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event the Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff 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 Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government, or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

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2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR§200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. Commerce at each of the following addresses:

   Electronic copies (preferred):
   Audit@commerce.fl.gov

   or

   Paper (hard copy):
   Department of Commerce
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401
   111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

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Electronic copies (preferred): Audit@commerce.fl.gov	or	Paper (hard copy): Department of Commerce MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project ***DEPARTMENT OF COMMERCE, CSFA 40.038, DIVISION OF COMMUNITY DEVELOPMENT*** *- $* **$1,000,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. ***ACTIVITIES LIMITED TO THOSE IN THE SCOPE OF WORK***

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____
Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Commerce (Commerce)? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to item 2:

Did Grantee expend $750,000 or more of state financial assistance (from Commerce and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and Commerce? ____ Yes ____ No

If the above answer is yes, also answer the following before proceeding to execution of this certification:

Did Grantee expend $750,000 or more in federal awards (from Commerce and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

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ATTACHMENT 4 - DEPARTMENT OF COMMERCE

Office of Procurement

CONTRACTOR MONTHLY MINORITY & VETERAN BUSINESS ENTERPRISE REPORT

(Company Name, Street Address, City & Zip Code)

Commerce Contract Number:

Commerce Project Name:

Contract Amount
$0.00

MBE Participation Amount:
$0.00

MBE Percentage

DV Participation Amount:
$0.00

DV Percentage

Contract Vendor Invoice # 0

Date (mm dd, yyyy

MINORITY BUSINESS ENTERPRISE (MBE)

** Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

** Minority Business Enterprise	Description	** MBE Status	State Certified MBE (Yes or No)	MBE Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

** Certified MBE: H - African American I - Hispanic J - Asian/Hawaiian K - Native American M - American Women

** Non-Certified MBE: N - African American O - Hispanic P - Asian/Hawaiian Q - Native American R - American Women

FLORIDA VETERAN BUSINESS ENTERPRISE (VBE)

* Include consultants, sub-contractors, travel agents, etc. who provided services on this project.

* Florida Veteran Business Enterprise	Description	* V Status	State Certified V Business (Yes or No)	V Contract $ Amount	$ Amount this Invoice	Total Paid	Balance Due	Project Type (Commodities or Contractual Services)
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
				$ -	$ -	$ -	$ -	
			TOTALS	$ -	$ -	$ -	$ -	
							$ -	

* Certified V: W - Veteran Business * Non-Certified V: Y - Veteran Business

INCLUDE THIS FORM WITH YOUR INVOICE

Commerce Form Version 06/23/2023

KS

MM

AGENDA ITEM NO. 5.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

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

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the July 26, 2023 City Council Meeting.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the July 26, 2023 City Council Meeting.

ATTACHMENTS:
7-26-2023 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

July 26, 2023
8:30 A.M.

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

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

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

The pre-meeting invocation was led by Vice Mayor Kocher.

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

1. PROCLAMATIONS: None.

2. PRESENTATIONS:

a) City Administration: Post-Session Legislative Update by Senator Boyd

The presentation was rescheduled for a later date.

b) City Administration: Water Quality Update

David Tomasko, Ph.D., Director of the Sarasota Bay Estuary Program presented a water quality update for Palma Sola Bay with a special focus on the effects of horses swimming there. He explained Palma Sola Bay is located in Sarasota Bay, and the Ecosystem Health report card is based on four metrics (nitrogen, phytoplankton, macroalgae abundance, and seagrass acreage).

Dr. Tomasko presented the Ecosystem Health Report Card for Sarasota Bay, which depicted that Palma Sola Bay continues to be healthy. He explained there are two bacteria standards that are important to consider: Class III Marine, which means fishable and swimmable; and the other more stringent standard, Bathing Beach Standards.

Dr. Tomasko said water in Palma Sola Bay was tested on both the north and south side of the Bay, over the course of a year by representatives of the Florida Department of Health. He said the data collected from the south side of the Bay where the horses swim reflected: 42 samples (84%) tested good, 4 (8%) tested moderate, and 4 (8%) tested poor. He added that there was no proof that the horses present any adverse effects on the health of the Bay.

Discussion: Scheduling a workshop in the future to discuss the health of Sarasota Bay.

CITIZEN COMMENTS:

Wiley Green, 2015 25th Avenue West. Mr. Green requested that the 2400 block of 25th Avenue Drive West be repaved.

Carmen Hanson, 12515 River Road, Myakka City. Ms. Hanson spoke on the history of the Palma Sola Causeway and then spoke in favor of the horseback riding services along the Causeway.

Mike Meehan, PO Box 1414. Mr. Meehan voiced his concerns with horseback riding services and jet ski usage along the Palma Sola Causeway.

Mercedes Pages, 9943 Wauchula Road, Myakka City. Ms. Pages spoke highly of the business owners operating horseback riding services along the Causeway. She concluded by stressing the importance of using horseback riding as a therapy tool.

Heather Smith, 4031 Murdock Avenue, Sarasota. As a horseback riding services business owner, Ms. Smith said she would assist the City with any changes, including permitting requirements.

Jerry Presley, President and Chief Municipal Contracts Officer for Metropolitan Systems. As it related to Agenda Item 8(c), Mr. Presley was surprised the item was on the agenda and voiced concerns with the lack of communication between the City and Metropolitan Systems. Mr. Presley explained that the original contract was executed in the 1970s, and he had been actively working with City staff to revise the contract.

CONSENT AGENDA:

a) Administrative Services: Resolution 23-65 - Hurricane Loss Mitigation Program Funds Agreement
b) City Administration: Recommendation for Award for RFP 23-010EJ Visioning Consultant Services
c) City Administration: Matrix Consulting Group, LTD. - Organizational and Operational Assessment Services
d) City Administration: Resolution 23-59 - National Incident Management System Training (NIMS) Requirements
e) City Administration: Resolution Number 23-66 - Dynamic Message Board Policy and Procedures
f) Event Review Committee: Back to Angola Festival
g) Event Review Committee: Bradenton Public Market
h) Event Review Committee: Mardi Gras Half Marathon and 4-Mile Run
i) Event Review Committee: Music in the Park
j) Event Review Committee: September 11th Tribute to Heroes Memorial Service
k) Event Review Committee: Winter Wonderland
l) Human Resources: Mutual Non-disclosure Agreement from Aetna
m) Human Resources: Mutual Non-disclosure Agreement with RxBenefits
n) Information Technology: Sarasota County Hosting and Technology Services Agreement Renewal
o) Public Works & Utilities: Utility Service Co. Addendum to contract – Elevated Water Tank Maintenance
p) Public Works & Utilities: Annual Renewal of Joint Funding Agreement with United States Geologic Survey for Water Resources Investigations
q) Public Works & Utilities: Budget Adjustment BA23-13
r) Public Works & Utilities: Construction Manager at Risk Contract for Fire Station #2

s) Public Works & Utilities: Fire Station #2 Final Design/Construction Administration Contract with Fawley-Bryant Architects
t) Public Works & Utilities: PB-23-014KC Agreement with C-Squared Certified General Contractors, Inc.
u) Public Works & Utilities: PB-23-015KC Agreement with Inliner Solutions, LLC
v) Purchasing: RFP 22-031NT Disaster Debris Collection Extension with Ceres Environmental Services, Inc.
w) Purchasing: ITB-20-01RW Extension Agreement with Superior Asphalt, Inc.
x) Purchasing: PB-22-043MK Extension Agreement with Univar Solutions USA Inc.
y) Purchasing: IFB-20-01RW Extension Agreement with Woodruff & Sons, Inc.
z) City Administration: Resolution 23-60 - Emergency Pay Policy

MOTION TO APPROVE THE CONSENT AGENDA was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. Councilwoman Gonzalez Moore requested to pull Item r. The motion was amended to: **MOTION TO APPROVE CONSENT AGENDA ITEMS A-Q AND S-Z**. The motion passed 5-0.

Councilwoman Gonzalez Moore inquired as to the reason why the fee percentage was left blank in the contract. Jim McLellan, Public Works & Utilities Director, explained the percentage would be negotiated when the contractor presents a Guaranteed Maximum Price (GMP) for construction of the project. He added that the matter would come back before Council for approval once the GMP was established.

MOTION TO APPROVE ITEM R was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. The motion passed 5-0.

Tamara Melton, City Clerk, administered the oath to anyone wishing to speak during the following public hearings.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4010 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT ALLEY AS SHOWN IN THE PLAT OF DR J C PELOTS ADDITION TO THE TOWN OF MANATEE SUBDIVISION, RECORDED IN BOOK 1, PAGE 77, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, GENERALLY LOCATED EAST OF 23RD STREET EAST, BETWEEN MANATEE AVENUE EAST AND 3RD AVENUE EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The public hearing was opened. Those who wished to speak were invited to the podium. None came.

The public hearing was closed.

The second reading and public hearing for Ordinance 4010 was set for August 9, 2023.

b) Planning & Community Development: **Quasi-Judicial:** ORDINANCE 4012 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; CHANGING ZONING FROM T5, URBAN CENTER TO SD, SPECIAL DISTRICT, FOR PROPERTIES LOCATED AT 101 AND 113 5TH AVENUE DRIVE EAST AND A PORTION OF 102 AND THE ENTIRETY OF 120 MANATEE AVENUE EAST; MORE PARTICULARLY DESCRIBED IN ATTACHED "EXHIBIT A", PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning & Community Development Assistant Director, explained the applicant requested a zoning change to build a car wash, which was not allowed with the current zoning of T5 (Urban Center). He said T5 Urban Center zoning consists of higher-density mixed-use buildings with the general character being more walkable.

Mr. DeLong announced the Comprehensive Plan states that "the purpose of the Urban Central Business District (UCBD) category is to establish, define, promote, and facilitate the redevelopment and enhancement of the City's primary and historical urban center". He said the intent of the UCBD category was to implement the downtown and general redevelopment goals, objectives, and policies of the Future Land Use Element.

He said at that time, auto-oriented uses such as gas stations, car washes, vehicle sales, auto repair, vehicle storage, and drive-throughs were prohibited unless located on US 301 or State Road 64. Mr. DeLong noted that in 2021, the applicant requested that the Comprehensive Plan be modified, specifically for the subject property, to allow auto-oriented uses in the Urban Core with Council approval. At the time, he continued, Planning staff recommended denial of the request, the Planning Commission recommended approval, and City Council approved the request with modifications.

Mr. DeLong explained the applicant requested the zoning to change to Special District (SD) and is defined as "an area that, by its intrinsic function, disposition, or configuration, cannot or should not conform to one or more of the normative community types or transect zones specified by the Code. Special Districts may be mapped and regulated at the regional scale or community scale."

Mr. DeLong concluded that the proposed rezoning request does not meet the intent of the Special District Zoning Classification. He said based on the submitted application materials, the applicant is requesting the zoning change to accommodate a specific use type, while the intent of the Special District was for the redevelopment of a property that cannot conform to one or more of the normative community types or transect zones in the Code. He explained that staff recommended denial of the application. However, he continued, the Planning Commission held a public hearing on June 21, 2023, and voted 4-1 to recommend approval of SU.23.1880 (Ordinance 4010) with no stipulations.

Staff Summary and Recommendation:

> *"It appears that the proposed rezoning request does not meet the intent of the Special District zoning classification. Based on the submitted application materials, the applicant is requesting the zoning change for the subject properties to accommodate a specific use type (car wash), while the intent of the Special District is for redevelopment of a property or area that cannot conform to one or more of the normative community types or transect zones in the Code. It should be noted that as recently as 2021, a retail building and parking lot were in existence on a portion of the subject rezoning area. Further, all adjacent land uses and most of those in the general vicinity of the subject properties are meeting the Form Based Code use types either as a Permitted Use or Special Use.*

Because the proposed Zoning Atlas Amendment (rezoning) request does not meet the intent of the Form Based Code's description of a Special District, the overall intent of the Urban Central Business District Future Land Use Category, and that the Comprehensive Plan states that car washes are prohibited unless approved by City Council, staff recommends denial of the proposed request."

Discussion: The history of the property and the opportunity to improve ingress and egress for surrounding businesses.

Councilwoman Gonzalez Moore voiced concerns about the possibility of making traffic worse.

The applicant's attorney, Bill Galvano, reminded Council that Ordinance 4012 pertained to a rezoning of the property. He reflected on the history of the property and surrounding businesses. He looked forward to the second reading and public hearing for Ordinance 4012.

Vice Mayor Kocher requested more information on potential traffic impacts in the area.

The public hearing was opened. Those who wished to speak were invited to the podium.

The public hearing was closed.

The second reading and public hearing for Ordinance 4012 was set for August 9, 2023.

The meeting was recessed at 10:02 a.m. and reconvened at 10:10 a.m.

c) Administrative Services: Community Development Block Grant (CDBG) 2023-24 Proposed Use of Funds - PUBLIC HEARING

Pam Skelding, Family & Community Outreach Program Administrator, announced the total funds received were $441,288 and there were five applicants. Ms. Skelding recommended the following grant awards:

- Salvation Army HOT Beds: $15,000
- Salvation Army Homeless Prevention: $26,393
- Meals on Wheels Unfunded Senior Meals: $24,800
- Habitat for Humanity Affordable Home Ownership: $191,837
- Bradenton Police Department Code/Blight Enforcement Officer: $95,000
- City of Bradenton Program Administration: $88,257

The public hearing was opened. Those who wished to speak were invited to the podium. None came.

The public hearing was closed.

The second public hearing was set for August 9, 2023.

d) City Administration: ORDINANCE 4013 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 26, ARTICLE II, SECTION 26-38, DISASTER EMERGENCIES; COUNCIL RESPONSIBILITY, TO ALLOW THE MAYOR OR VICE-MAYOR TO DECLARE A DISASTER EMERGENCY AND ISSUE EMERGENCY ORDERS IN THE EVENT THE QUORUM OF CITY COUNCIL CANNOT BE ATTAINED IN PERSON

WITHIN A REASONABLE TIME; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing for Ordinance 4013 was set for August 9, 2023.

e) ORDINANCE 4011 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 22, ARTICLE III, OF THE CODE OF ORDINANCES, ENTITLED "VACATION RENTALS;" AMENDING SECTION 22-51, TO AMEND THE DEFINITION OF "VACATION RENTAL;" AMENDING SECTION 22-52(a) TO EXTEND THE DEADLINE FOR OBTAINING A CERTIFICATE OF REGISTRATION; AMENDING SECTION 22-61 REGARDING POSTING REQUIREMENTS; AMENDING SECTION 22-62 REGARDING PARKING REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Rob Perry, City Administrator, explained that Ordinance 4011 would revise the vacation rental program in the following ways:

- Not exclude condominiums from the program in certain instances
- Registration deadline change from July 1, 2023 to December 31, 2023
- Minimum posting requirements
- Prohibiting boats or trailers from being parked in the front yard unless loading and unloading

Discussion: Complaints about boats and trailers parked in the front yard of private property and certain forms required to obtain a certificate of registration.

William Ackles, Local Business Tax Clerk/Records Management Liaison Officer, explained the forms required to obtain a certificate of registration.

The public hearing was opened. Those who wished to speak were invited to the podium. None came.

The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4011 PERTAINING TO VACATION RENTALS AS PRESENTED was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY, AND COUNCIL:

a) City Administration: IT Director Recommendation

Mr. Perry spoke about the creation of the position and Karen Lanke's accomplishments and credentials.

Ms. Lanke said she looked forward to working with City staff and was excited about the opportunity.

MOTION TO APPOINT KAREN LANKE AS THE IT DIRECTOR FOR THE CITY OF BRADENTON was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

b) City Administration: Strategic Planning Services Scope of Work

Mr. Perry was excited for the opportunity to work with a vendor to create a Strategic Plan. He said the scope of work was presented to Council prior to advertising the Request for Proposals (RFP) in the event they had any additions or changes.

Mayor Brown and Vice Mayor Kocher said they were looking forward to creating the Strategic Plan.

MOTION TO APPROVE THE STRATEGIC PLANNING SERVICES SCOPE OF WORK was made by Councilman Cramer and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

c) City Administration: Bus Benches - Letter to Metropolitan Systems, Inc.

The item was pulled from the agenda to discuss at a later date.

d) City Administration: Citywide Capital Infrastructure: Facilities Repair/Replacement Projects Update

Mr. Perry provided a presentation on Citywide Capital Infrastructure updates which included:

- Several Riverwalk Improvements
  - Observation Tower
  - Oyster Habitat
  - Phase 2b
  - Phase 2c
  - Phase 2d
- Park Improvements
  - The completion of Mineral Springs Park
  - Love Park Improvements
  - Riverwalk Playground Surfacing
  - Rossi Park Lawn Replacement
  - Lewis Park Upgrades and Remodel
- Facilities Repair and Replacement
  - Bollard Installation Downtown
  - City Centre Parking Garage Repair
  - 33rd Street Court West Roadways and Sidewalks
  - Riverwalk Boardwalk Replacement
  - Fencing under the DeSoto Bridge
  - Installation of the Video Board
  - Village of the Arts Stormwater Drainage at 9th Street West and 9th Avenue West
- On-going Projects
  - City Wide Sidewalk Replacement
  - Drainage Improvement Projects
  - Sewer Pipe Lining Program
  - Sewer Manhole Lining Program
  - SRF Wet Weather Clarifier for Waste Water Treatment Plant

Councilwoman Coachman gave kudos to staff for all of their hard work on the projects. As it related to Mr. Green's comments at the beginning of the meeting, Councilwoman Coachman said she wished to see that project completed in a timely manner.

Mr. McLellanexplained the roadway Mr. Green referenced had a drainage problem, which is why there were several patches. He said the design for a storm drainage system was approximately 90% complete, and staff was in the process of identifying funding for the project. He was reluctant to spend funds to repave the roadway until the storm drainage project was addressed.

Mr. Perry provided a brief update and renderings on Capital Development projects which included:

- Possible City Hall Sites
- Fire Station 2
- New Police Headquarters
- City Park

e) City Administration: Health Insurance Plan Recommendation

Lance Williams, Finance Director, presented information regarding the current Health Insurance Plan and the plan recommended by the Insurance and Benefits Committee as well as the City's Agent of Record, Brown and Brown. The presentation included current and recommended health care cost sharing.

As a member of the Insurance and Benefits Committee, Councilman Cramer explained that the City had been incurring the costs of claims for years without increasing the cost to employees. Mayor Brown announced the recommendation was approved unanimously by the Insurance and Benefits Committee.

MOTION TO ADOPT THE RECOMMENDATION FROM THE INSURANCE AND BENEFITS COMMITTEE TO REVISE THE EMPLOYEE HEALTH INSURANCE PLAN TO THE 25%/75% COST-SHARING PLAN was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

f) Planning & Community Development: Development Standards regarding Building Heights

Robin Singer, Planning & Community Development Director, explained that within the past few years, contractors had shown interest in rezoning from the T5 Zoning District to the T6 Zoning District. She said the primary reason for the request was the additional height allowed in the T6 Zoning District.

Ms. Singer presented information regarding building height regulations in the downtown area, which included:

- Regulations were Governed by the Form Based Code
- Form Based Code
    - Height
    - Setbacks
    - Lot Coverage
    - Parking
- Land Use Regulations

    - Height – Measured in Feet
    - Setbacks – Minimum
    - Impervious Surface
    - Density
    - Parking
- Comprehensive Plan
    - Density
    - Floor Area Ratio
- T5 and T6 Comparisons
- Height Bonuses and Restrictions
- Height Adjustments
- Floor Area Ratio
- Renderings of Examples in Bradenton as well as Surrounding Areas
- Suggested Options and Recommendations

Following the presentation, Mayor Brown thanked Ms. Singer for the information and requested a City Council Workshop be scheduled to discuss the matter thoroughly.

g) City Administration: Ranking of Possible City Hall Sites

Mr. Perry explained the history of authorizations for Administration staff to further investigate the relocation of City Hall and then presented an update on the relocation, which included:

- Building located at 1111 3rd Avenue West
    - 38,000 square foot building that could accommodate Public Works Administration
    - Approximate costs associated with the purchase and refurbishment of the building located at 1111 3rd Avenue West were estimated at $16,750,000
    - Financial contributions that included $4,000,000 that was originally slated for a new Public Works Annex and $14,100,000 from the purchase of the current City Hall site
- Vacant land for new construction at 1404 to 1424 14th Street West
    - 29% less square footage than the building located at 3rd Avenue West; therefore, the property would not accommodate Public Works Administration
    - No structured parking
    - Approximate costs associated with new construction, which were estimated at $18,000,000
    - Financial contributions that included $1,400,000 from the Community Redevelopment Agency (CRA) for acquisition of surrounding properties

Mr. Perry said that following negotiations, the owner of the building located at 1111 3rd Avenue West agreed upon $5,450,000 as the sale price, with the authorization that the City could perform environmental and structural testing and subject to Council approval.

Discussion: The history of the building located at 1111 3rd Avenue West and the utilization of the City Centre Parking Garage that is already in place.

MOTION TO RANK 1111 3RD AVENUE WEST AS THE NUMBER ONE RANKED SELECTION FOR A POSSIBLE NEW CITY HALL SITE AND GIVE THE CITY ADMINISTRATOR AUTHORIZATION TO NEGOTIATE THE PURCHASE AND SALE AGREEMENT WITH THE PURCHASE PRICE NOT TO EXCEED $5,450,000, WITH STIPULATIONS THAT THE

PROPERTY WOULD BE PURCHASED WITH THE RIGHT TO INSPECT AND ALL TERMS WERE SUBJECT TO COUNCIL APPROVAL was made by Vice Mayor Kocher and seconded by Councilman Cramer. The motion passed 5-0.

UNFINISHED BUSINESS:

Melanie Bevan, Police Chief, explained that the Police Department had two 2017 Ford Explorers with over 100,000 miles that she wished to donate to the Jasper Police Department following a tragic vehicle accident that caused the death of their Police Chief.

MOTION TO AUTHORIZE POLICE CHIEF BEVAN TO DONATE TWO OUTDATED POLICE VEHICLES was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

Mr. Perry announced he was in the process of purchasing decorative garbage receptacles for the Riverwalk and Main Street areas. He said the cost would be approximately $25,000.

Following several failed negotiation attempts with Harllee & Bald, P.A. regarding the sidewalk encroachment in front of the property, Mr. Perry explained the trees would be removed and a sidewalk put in their place.

a) Planning & Community Development: Special Use Permit Criteria and Standards

Ms. Singer explained Land Uses requiring Special Use Permits are those that have the potential of disturbing other land uses in the zoning district. Ms. Singer noted that secondhand stores, pawn shops, and medical clinics were added to the list. She concluded that the changes would go before the Planning Commission, then City Council for final approval at a later date.

COUNCIL REPORTS:

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore recommended reading the detailed report that the Florida Housing Coalition provided to Manatee County.

Councilwoman Gonzalez Moore recommended working together to establish legislative priorities.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman looked forward to school starting next month.

Vice Mayor and Councilwoman Ward I Jayne Kocher: Vice Mayor Kocher thanked Dr. Tomasko for his presentation and all the information that he provided.

Vice Mayor Kocher urged everyone to be mindful of the record-high temperatures and welcomed the children back to school.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey congratulated Mike Knowles, who was inducted into the National High School Coaching Hall of Fame.

Councilwoman Barnebey extended her sympathies to the families of Calvert White and James Athens due to their recent passing.

Councilwoman Barnebey introduced Luke Hudson, who was a graduate student at Florida State University. She said Mr. Hudson was pursuing a graduate degree in Sports Management and was working at IMG with the Gatorade Program.

Councilman Ward III Josh Cramer: Councilman Cramer also offered his condolences to Calvert White's family.

Councilman Cramer requested a volunteer for the Police Department Citizen Advisory Council.

Councilman Cramer announced he and Mayor Brown, along with Police Department staff, attended the 16th District Congressional District Law Enforcement Awards hosted by Congressman Buchanan on July 25, 2023. He congratulated Detective William Mulligan and Officer Joshua Small for their awards.

Mayor Gene Brown: Mayor Brown also offered his condolences to Calvert White's family and spoke highly about his dedication and service to the City.

Mayor Brown asked the public to let staff know if any City residents would be turning 100 years old.

Mayor Brown also spoke about the record-breaking heat and the new rules in place to protect student athletes from practicing in the heat.

DEPARTMENT HEAD REPORTS: None.

Mayor Brown adjourned the City Council meeting at 12:45 p.m.

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

AGENDA ITEM NO. 5.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 23, 2023 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the August 23, 2023 City Council meeting.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 23, 2023 City Council meeting.

ATTACHMENTS:
8-23-2023 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

August 23, 2023
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, August 23, 2023.

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

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

The pre-meeting invocation was led by Pastor Matt Ennis of Westside Christian Church.

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

PROCLAMATIONS: None.

PRESENTATIONS:

Ernie and Cindy Lou Withers of Defibrillate Manatee Foundation presented a check for $21,000 to the Florida Blue Foundation. The Bradenton Police Department would use the funds to purchase 21 Automated External Defibrillators (AEDs) so that every police patrol vehicle would have one.

CITIZEN COMMENTS:

Cynthia Rodgers, 4523 123rd Street West, voiced her concerns with the barriers along the river by the playground. She requested more security with regards to protecting children from accidentally entering the river.

Rocco Salvatori, a retired City employee, voiced his concerns at the possibility that his retiree health insurance costs may be increasing.

Discussion: Staff to review the percentage of retired employees who may expect to pay a greater cost for health insurance than the rest of the enrolled retirees and what concessions may be made to assist.

CONSENT AGENDA:

a) Administrative Services: Revised Hurricane Loss Mitigation Program (HLMP) Contract
b) City Administration: Florida Blue, BlueMedicare Advantage Plan for Medicare eligible City of Bradenton Retirees

c) City Administration: Resolution 23-45 - Disposition of Surplus City Owned Real Property Policy & Procedures
d) Event Review Committee: De Soto Cornhole Tournament
e) Event Review Committee: Humane Society's Paws in Motion
f) Event Review Committee: Dias De Los Muerlas (Day of the Dead)
g) Event Review Committee: The Bash at the Bishop
h) Event Review Committee: 2023 Suncoast Heart Walk
i) Event Review Committee: MCR's Health & Nutrition Expo 2023
j) Legislative: Resolution 23-61 - Affordable Housing Advisory Committee Reappointment
k) Police: Forfeiture Funds Expenditure Request
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
n) Police: Revised School Resource Officer Program Agreement
o) Police: Subrecipient Agreement with the City of St. Petersburg
p) Public Works & Utilities: Emergency Management Debris Site Agreement
q) Human Resources: CuraLinc Employee Assistance Program Services Agreement

Staff requested to remove item (b) to be brought forward at the September 13, 2023 City Council Meeting. Regarding item (p), Scott Rudacille, City Attorney, announced "until such utilization has concluded and the Designated Site has been restored." would be added to the last sentence in Section X of the agreement.

MOTION TO APPROVE THE CONSENT AGENDA ITEMS A AND C THROUGH Q was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

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

Chris Munyon, Acting Director for the Community Redevelopment Agency (CRA), presented the details of the property and said on May 25, 2023, the CRA Board voted to authorize negotiation of a purchase and sale contract with Alma and Katrina Colvin who submitted one of three offers received. Mr. Munyon said that the offer came in below fair market value, which invokes Florida State Statute 163.38 which states the property must come before the governing board for approval to move forward with executing the purchase and sale contract.

Discussion: Appraisal of the property and the CRA's requirement for the owner to homestead the property and invest in the community.

The public hearing was opened. Those who wished to speak were invited to the podium.

Alma Colvin, 4880 51st Street West, Apartment 1014, shared her history in the community and her commitment to making the property her family home for many years to come.

The public hearing was closed.

MOTION TO APPROVE THE CRA AND THE CITY OF BRADENTON TO ENTER INTO A PURCHASE AND SALE CONTRACT FOR THE CRA-OWNED PROPERTY LOCATED AT 1021 6TH STREET COURT EAST FOR UNDER FAIR MARKET VALUE by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

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

Melanie Bevan, Chief of Police, informed Council that she is requesting approval to use the JAG funds to purchase a TruNarc handheld narcotics analyzer. Chief Bevan explained that the analyzer will give police the ability to test for a variety of substances, including those that are very dangerous to come into contact with, even when wearing protective gear.

The public hearing was opened. Those who wished to speak were invited to the podium. None came. The public hearing was closed.

MOTION TO APPROVE THE CITY OF BRADENTON FISCAL YEAR 2023 PROPOSED PLAN FOR THE AWARDED EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

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.

The second reading and public hearing for Ordinance 4014 was set for September 13, 2023.

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.

The second reading and public hearing for Ordinance 4015 was set for September 13, 2023.

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)

Mr. Perry explained that special attention was given to the recruitment and retention of police officers, with a starting salary of $60,000 annually as a base, then increasing with rank and tenure.

MOTION TO APPROVE THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BRADENTON AND THE FLORIDA PBA (OFFICERS, DETECTIVES, AND SERGEANTS) FOR A CONTRACT PERIOD OF OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026 was made by Councilman Cramer and seconded by Councilwoman Barnebey. The motion passed 5-0.

b) City Administration: Waiver of Fees for Manatee County

Mr. Perry explained that Manatee County representatives were interested in building a radio tower on property located at 421 17th Avenue West. In order to build the tower, he continued, the City required certain Planning and Zoning fees to be paid. Mr. Perry requested the fees be waived because, in his opinion, the build would be a collaborative effort between the City and County.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO WAIVE ASSOCIATED FEES FOR MANATEE COUNTY TO BUILD THE RADIO TOWER was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

c) Planning and Community Development: Discussion of Electronic Permitting Software

Mr. Perry shared an overview of the new permitting system and its integration.

Pat Wenzel, Building Official, and Tamra Tornai, Deputy Building Official, presented a summary of the new Permitting software including:

- Efficiency
- Tracking permits
- Progression of electronic acceptance of plans
- Implementing a Permit Tracking System through Munis and Accela
- Implementing Plan Review Software through Electronic PDF Files and ePlanSoft
- Implementing goPost, a component of ePlanSoft, used for accepting and tracking permits
- goPost and ePlanSoft are currently being used
- Accela is still in the building stage, with data being imported into the program
- Permit Specialists will help customers learn the new program
- In the summer of 2024, Accela will replace Munis
- New systems create more accountability
- goPost is a stop-gap measure, and once Accela is up and running, it will replace all functions goPost currently serves
- goPost went live on June 15, 2023, and since then, 355 permits have been processed
- Accela is used by Manatee County, as well as many other local jurisdictions
- Once Accela is live, Munis will only be used for the finance component

Discussion: Working with customers and assistance with complicated cases.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor and Councilwoman Ward I Jayne Kocher: Vice Mayor Kocher encouraged everyone to read Judge Gilbert Smith's new book on the 100 years of Kiwanis serving Manatee County.

Councilwoman Ward II Marianne Barnebey: Councilwoman Barnebey was pleased to announce the final touches were being made at Lewis Park, and once those are complete, the Park would re-open.

Because of his recent passing, Councilwoman Barnebey shared her condolences for the family of Frank Gamsky, the owner of Linger Lodge.

Councilman Ward III Josh Cramer: Councilman Cramer thanked the Manatee Chamber of Commerce for all of their hard work putting together Leadership Manatee every year.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore shared that she planned to host a town hall in late October to answer questions from residents and share City updates.

Councilwoman Gonzalez Moore announced that she joined the Homeless Housing sub-group through the Community Coalition on Homelessness.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman thanked Ellis Mitchell, Executive Director of the Bradenton Housing Authority, for attending the City Council meeting.

Councilwoman Coachman announced that she attended a community meeting at the 13th Avenue Dream Center regarding drainage issues. She commended Kim Clayback, City Engineer, on her presentation during the meeting.

Councilwoman Coachman thanked Craig Keys, Public Works Manager, Mayor Brown, and Mr. Perry for working after hours to restore water to a Ward Five resident who was having plumbing issues in her home.

Mayor Gene Brown: Mayor Brown said that the attendance at the 13th Avenue Dream Center community meeting was greater than prior meetings and shared some of the information that was presented.

DEPARTMENT HEAD REPORTS:

Mr. McLellan announced that James Mora, Clean City Coordinator, noticed an elderly woman walking in the heat during his rounds through the City. He shared that Mr. Mora took the initiative to speak with the woman, learn she was lost, and drive her home, which was almost two miles away. Mr. McLellan shared his pride and appreciation for Mr. Mora's commendable service.

The meeting was adjourned at 10:14 a.m.

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

AGENDA ITEM NO. 5.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA23-15

SUGGESTED ACTION: Approve Budget Adjustment BA23-15

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
4th Quarter Budget Adjustments

FINANCIAL IMPACT:
Increase of revenues and re-allocation of funds.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA23-15.

ATTACHMENTS:
Resolution BA23-15 and Budget Adjustment Form

RESOLUTION NUMBER BA23-15

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

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

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

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

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of 4th Quarter Budget Adjustments.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 27th DAY OF September, 2023.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 9/18/2023

Budget Adjustment #: BA23-15

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

Explanation for Adjustment: 4th Quarter Budget Adjustments

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

Account Number: 00101 323100
Line item description: Electric-Franchise Fees

Increase (in $): 267,636.00 Decrease (in $):

Account Number: 00102 325200
Line item description: Svc Chgs-Special Assessments

Increase (in $): 200,000.00 Decrease (in $):

Account Number: 00104 331200 12101
Line item description: Bullet Proof Vest Grant

Increase (in $): 13,200.00 Decrease (in $):

Account Number: 00105 369750
Line item description: Tree Fund Revenue

Increase (in $): 33,452.00 Decrease (in $):

Account Number: 00105 381131
Line item description: Ccra Interfund Transfer

Increase (in $): 43,852.00 Decrease (in $):

Account Number: 00151100 554000
Line item description: Books Pub & Subscriptions

Increase (in $): 24,000.00 Decrease (in $):

Account Number: 00151300 532000
Line item description: Audit Fees-External

Increase (in $): 14,477.00 Decrease (in $):

Account Number: 00151300 534100
Line item description: Bank Fees

Increase (in $): Decrease (in $): 14,477.00

Account Number: 00151310 531000
Line item description: Legal Fees

Increase (in $): 103,265.00 Decrease (in $):

Account Number: 00151310 531900
Line item description: Consultant Fees

Increase (in $): 33,250.00 Decrease (in $):

Account Number: 00151310 541000
Line item description: Books Pub & Subscriptions

Increase (in $): Decrease (in $): 1,750.00

Account Number: 00151310 544200
Line item description: Rentals & Leases

Increase (in $): Decrease (in $): 2,000.00

Account Number: 00151310 547100
Line item description: Printing & Binding

Increase (in $): Decrease (in $): 2,800.00

Account Number: 00151310 548000
Line item description: Promotional Activities

Increase (in $): Decrease (in $): 14,500.00

Account Number: 00151310 554000
Line item description: Books Pub & Subscriptions

Increase (in $): Decrease (in $): 2,000.00

Account Number: 00151310 555000
Line item description: Education/Training

Increase (in $): Decrease (in $): 1,500.00

Account Number: 00151310 555100
Line item description: Employee Training/Development

Increase (in $): Decrease (in $): 68,000.00

Account Number: 00151400 531000
Line item description: Legal Fees

Increase (in $): 130,000.00 Decrease (in $):

Account Number: 00151400 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 28,000.00

Account Number: 00151910 546100
Line item description: Building Repair & Maintenance

Increase (in $): 30,815.00 Decrease (in $):

Account Number: 00152100 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 11,000.00

Account Number: 00152150 534000
Line item description: Contractual Services

Increase (in $): 11,000.00 Decrease (in $):

Account Number: 00152160 552200
Line item description: Vehicle Fuel

Increase (in $): 80,000.00 Decrease (in $):

Account Number: 00152160 552300
Line item description: Gear/Uniform Supplies

Increase (in $): 86,000.00 Decrease (in $):

Account Number: 00152160 552300 12101
Line item description: Gear/Uniform Supplies

Increase (in $): 13,200.00 Decrease (in $):

Account Number: 00152160 564000
Line item description: Mach & Equipmt-Capital Outlay

Increase (in $): Decrease (in $): 70,987.00

Account Number: 00152170 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 22,500.00

Account Number: 00152170 551200
Line item description: Computer Equip Under 5000

Increase (in $): 22,500.00 Decrease (in $):

Account Number: 00152430 512000
Line item description: Regular Salaries & Wages

Increase (in $): Decrease (in $): 20,625.00

Account Number: 00152430 534000
Line item description: Contractual Services

Increase (in $): 20,625.00 Decrease (in $):

Account Number: 00154100 543200
Line item description: Tonnage Chgs-Utility Service

Increase (in $): Decrease (in $): 78,895.00

Account Number: 00157200 512000
Line item description: Regular Salaries & Wages

Increase (in $): Decrease (in $): 55,000.00

Account Number: 00157200 534000
Line item description: Contractual Services

Increase (in $): 55,000.00 Decrease (in $):

Account Number: 00157200 552500
Line item description: Other Operating Supplies

Increase (in $): 10,500.00 Decrease (in $):

Account Number: 00157200 563200
Line item description: Tree Fund

Increase (in $): 33,452.00 Decrease (in $):

Account Number: 00158100 591185
Line item description: Fund Transfer-185

Increase (in $): 249,090.00 Decrease (in $):

Account Number: 00158100 593400
Line item description: Fund Transfer-208

Increase (in $): 35,000.00 Decrease (in $):

Account Number: 11101 324310
Line item description: Resid-Transportation Impact Fee

Increase (in $): 187,500.00 Decrease (in $):

Account Number: 11154100 563000 21807
Line item description: Improvements-Capital Outlay

Increase (in $): 187,500.00 Decrease (in $):

Account Number: 11301 324610
Line item description: Resid-culture/Rec Impact Fee

Increase (in $): 58,000.00 Decrease (in $):

Account Number: 11357200 563000
Line item description: Improvements-Capital Outlay

Increase (in $): Decrease (in $): 650,000.00

Account Number: 11357200 563000 19801
Line item description: Improvements-Capital Outlay

Increase (in $): 708,000.00 Decrease (in $):

Account Number: 18502 369300
Line item description: Refund-Prior Yr Expenditures

Increase (in $): 18,618.00 Decrease (in $):

Account Number: 18503 331500 Ian
Line item description: Economic Envrnmt/Federal Grant

Increase (in $): 1,606,201.00 Decrease (in $):

Account Number: 18503 334390 Ian
Line item description: Other Phys Envrnmnt/State Grant

Increase (in $): 267,701.00 Decrease (in $):

Account Number: 18505 381001
Line item description: Gen Fund Interfund Transfer

Increase (in $): 249,090.00 Decrease (in $):

Account Number: 18552500 512000 Ian
Line item description: Regular Salaries & Wages

Increase (in $): 10,524.00 Decrease (in $):

Account Number: 18552500 514000 Ian
Line item description: Overtime

Increase (in $): 112,814.00 Decrease (in $):

Account Number: 18552500 521000 Ian
Line item description: City Fica Contribution

Increase (in $): 9,273.00 Decrease (in $):

Account Number: 18552500 522000 Ian
Line item description: City Retirement Contribution

Increase (in $): 1,404.00 Decrease (in $):

Account Number: 18552500 522100 Ian
Line item description: City Pension Contribution

Increase (in $): 27,336.00 Decrease (in $):

Account Number: 18552500 523000 Ian
Line item description: City Health Insurance Contribution

Increase (in $): 7,649.00 Decrease (in $):

Account Number: 18552500 523100 Ian
Line item description: City Life Ins Contribution

Increase (in $): 120.00 Decrease (in $):

Account Number: 18552500 524000 Ian
Line item description: Worker's Compensation

Increase (in $): 4,446.00 Decrease (in $):

Account Number: 18552500 534000 Ian
Line item description: Contractual Services

Increase (in $): 1,226,191.00 Decrease (in $):

Account Number: 18552500 541000 Ian
Line item description: Communications Services

Increase (in $): 5,644.00 Decrease (in $):

Account Number: 18552500 543200 Ian
Line item description: Tonnage Chgs/Utility Service

Increase (in $): 31,863.00 Decrease (in $):

Account Number: 18552500 544200 Ian
Line item description: Rentals & Leases

Increase (in $): 7,682.00 Decrease (in $):

Account Number: 18552500 546100 Ian
Line item description: Building Repair & Maintenance

Increase (in $): 74,407.00 Decrease (in $):

Account Number: 18552500 546200 Ian
Line item description: Dquipment Repair & Maintenance

Increase (in $): 471,375.00 Decrease (in $):

Account Number: 18552500 546500 Ian
Line item description: Traffic Signal Repair & Maintenance

Increase (in $): 35,070.00 Decrease (in $):

Account Number: 18552500 551100 Ian
Line item description: Equipmt Under $5000

Increase (in $): 357.00 Decrease (in $):

Account Number: 18552500 552300 Ian
Line item description: Gear/Uniform Supplies

Increase (in $): 1,055.00 Decrease (in $):

Account Number: 18552500 552500 Ian
Line item description: Other Operating Supplies

Increase (in $): 8,569.00 Decrease (in $):

Account Number: 18552500 563000 Ian
Line item description: Improvements-Capital Outlay

Increase (in $): 98,823.00 Decrease (in $):

Account Number: 18552500 564000 Ian
Line item description: Mach & Equipmt-Capital Outlay

Increase (in $): 7,008.00 Decrease (in $):

Account Number: 20803 366005
Line item description: TDC Contributions

Increase (in $): Decrease (in $): 35,000.00

Account Number: 20805 381001 DB208
Line item description: Fund Transfer-001

Increase (in $): 35,000.00 Decrease (in $):

Account Number: 30105 381132
Line item description: Bcra Interfund Transfer

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

Account Number: 30158200 563000 18820
Line item description: Improvements-Bollards

Increase (in $): 21,637.00 Decrease (in $):

Account Number: 30158200 563000 19801
Line item description: Riverwalk

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

Account Number:30158200 563000 Annex
Line item description: Public Works Annex Const

Increase (in $): Decrease (in $): 577,923.00

Account Number: 30158200 563000 Bpdhq
Line item description: BPD Headquarters

Increase (in $): 368,500.00 Decrease (in $):

Account Number: 30158200 563000 Chall
Line item description: City Hall Relocation & Improvements

Increase (in $): 187,786.00 Decrease (in $):

Account Number: 30201 338600
Line item description: Half Cent Infra Tax

Increase (in $): 624,763.00 Decrease (in $):

Account Number: 30205 381132
Line item description: Bcra Interfund Transfer

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

Account Number: 30258200 563000 17810
Line item description: Enhanced Paving Program

Increase (in $): 64,773.00 Decrease (in $):

Account Number: 30258200 563000 Psoc
Line item description: Public Safety Operations Center

Increase (in $): 60,000.00 Decrease (in $):

Account Number: 30258200 563000 17813
Line item description: City Improvments

Increase (in $): 64,100.00 Decrease (in $):

Account Number: 30657510 563000
Line item description: Improvements-Capital Outlay

Increase (in $): 177,497.00 Decrease (in $):

Account Number: 30658100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 177,497.00

Account Number: 40202 343310
Line item description: Water Revenue

Increase (in $): 600,000.00 Decrease (in $):

Account Number: 40202 343320
Line item description: Water Taps Revenue

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

Account Number: 40202 343510
Line item description: Sewer Revenue

Increase (in $): 762,101.00 Decrease (in $):

Account Number: 40202 343520
Line item description: Sewer Taps Revenue

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

Account Number: 40251210 531000
Line item description: Legal Fees

Increase (in $): Decrease (in $): 1,800.00

Account Number: 40251210 531000 Wtrkp
Line item description: Legal Fees-Waterkeeper

Increase (in $): 359,000.00 Decrease (in $):

Account Number: 40251210 546100
Line item description: Building Repair & Maintenance

Increase (in $): 18,800.00 Decrease (in $):

Account Number: 40253310 552500
Line item description: Other Operating Supplies

Increase (in $): 46,000.00 Decrease (in $):

Account Number: 40253320 552900
Line item description: Chemical Supplies

Increase (in $): 450,000.00 Decrease (in $):

Account Number: 40253510 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 16,500.00 Decrease (in $):

Account Number: 40253510 552500
Line item description: Other Operating Supplies

Increase (in $): 18,500.00 Decrease (in $):

Account Number: 40253515 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 10,000.00

Account Number: 40253515 534000 Wtrkp
Line item description: Contractual Svs-Waterkeeper

Increase (in $): 18,601.00 Decrease (in $):

Account Number: 40253515 552900
Line item description: Chemical Supplies

Increase (in $): 130,000.00 Decrease (in $):

Account Number: 40253520 531000
Line item description: Legal Fees

Increase (in $): 61,500.00 Decrease (in $):

Account Number: 40253520 534000
Line item description: Contractual Services

Increase (in $): 125,000.00 Decrease (in $):

Account Number: 40253520 546200
Line item description: Equipment Repair & Maintenance

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

Account Number: 40253520 552900
Line item description: Chemical Supplies

Increase (in $): 230,000.00 Decrease (in $):

Account Number: 40254110 512000
Line item description: Regular Salaries & Wages

Increase (in $): Decrease (in $): 19,000.00

Account Number: 40254110 534000
Line item description: Contractual Services

Increase (in $): 19,000.00 Decrease (in $):

Account Number: 40658100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 106,000.00

Account Number: 40659000 563000 22514
Line item description: Build Out Impact Fees Project

Increase (in $): 106,000.00 Decrease (in $):

Account Number: 40804 366000 23518
Line item description: Emergency Power-Fdep

Increase (in $): 500,000.00 Decrease (in $):

Account Number: 40859000 563000 23518
Line item description: Emergency Power-Fdep

Increase (in $): 500,000.00 Decrease (in $):

Account Number: 43053810 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 16,000.00

Account Number: 43053810 552500
Line item description: Other Operating Supplies

Increase (in $): 16,000.00 Decrease (in $):

Account Number: 46053400 543200
Line item description: Tonnage Chgs-Utility Service

Increase (in $): Decrease (in $): 222,000.00

Account Number: 46053400 534000
Line item description: Contractual Services

Increase (in $): 75,000.00 Decrease (in $):

Account Number: 46053400 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 46053412 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 122,000.00 Decrease (in $):

Account Number: 48254500 546100 Ccgar
Line item description: Building Repair & Maintenance-City Center Garage

Increase (in $): 150,000.00 Decrease (in $):

Account Number: 48202 369900
Line item description: Other Misc Revenue

Increase (in $): 67,000.00 Decrease (in $):

Account Number: 48254500 564000
Line item description: Mach & Equipmt-Capital Outlay

Increase (in $): Decrease (in $): 83,000.00

Account Number: 49002 347230
Line item description: Green Fees

Increase (in $): 39,500.00 Decrease (in $):

Account Number: 49057220 534000
Line item description: Contractual Services

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 49057220 534100
Line item description: Bank Fees

Increase (in $): 17,000.00 Decrease (in $):

Account Number: 49057220 544200
Line item description: Rentals & Leases

Increase (in $): Decrease (in $): 30,000.00

Account Number: 49057220 552400
Line item description: Food/Supplies

Increase (in $): 11,500.00 Decrease (in $):

Account Number: 49057220 553000
Line item description: Road Materials & Supplies

Increase (in $): 16,000.00 Decrease (in $):

Account Number: 57002 369960
Line item description: Pharmacy Rebate

Increase (in $): 292,000.00 Decrease (in $):

Account Number: 57056210 534000 Bcadm
Line item description: BCBS Admin Fees

Increase (in $): Decrease (in $): 133,000.00

Account Number: 57056210 545700
Line item description: Medical Claims

Increase (in $): 425,000.00 Decrease (in $):

Account Number: 58002 369350
Line item description: Reinsurance Proceeds

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

Account Number: 58056220 545700 Claim
Line item description: Workers Comp Claims

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

Account Number: 59055900 531000
Line item description: Legal Fees

Increase (in $): Decrease (in $): 64,739.00

Account Number: 59055900 545100
Line item description: Insurance & Bonds

Increase (in $): 24,739.00 Decrease (in $):

Account Number: 59055900 546600
Line item description: General Liablility Repair & Maintenance

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 59055900 546900
Line item description: Vehicle Damage Repair & Maintenance

Increase (in $): 10,000.00 Decrease (in $):

Approved by:

_____

Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 5.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Erin Jones, Legislative

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement between the City of Bradenton and Realize Bradenton, Inc.

SUGGESTED ACTION: Approve and authorize Agreement.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton has coordinated with Realize Bradenton to provide planning, management, coordination, and execution of various community events that enhance community engagement, promote local culture, and support City initiatives. The agreement shall be for a term of one (1) year with a not to exceed amount of $200,000.00.

FINANCIAL IMPACT:
The $200,000 for this contract is part of the Legislative budget for FY '23-24.

ATTORNEY REVIEW/RECOMMENDATION:
Conflict Council has approved the Agreement.

SUGGESTED MOTION:
Motion to approve the Agreement with Realize Bradenton, Inc.

ATTACHMENTS:
Realize Bradenton Agreement

AGREEMENT BETWEEN THE CITY OF BRADENTON AND REALIZE BRADENTON, INC., FOR EVENT COORDINATION AND ENGAGEMENT

This Agreement is made and entered into this 1st day of October, 2023, by the City of Bradenton, a municipal corporation organized and existing under the laws of the State of Florida, ("City"), and Realize Bradenton, Inc., a Florida not-for-profit corporation, ("RB").

WHEREAS, the City of Bradenton has coordinated with RB to coordinate various events throughout the year to bring people together to create a more vibrant, attractive, and prosperous Bradenton area for residents, visitors, and businesses; and

WHEREAS, RB has been promoting and will continue to promote the redevelopment of the downtown area through activities that support the Downtown by Design Master Plan ("Plan"); and

WHEREAS, the City has budgeted funds to partner with RB during FY 2022-2023 to support programs and activities in furtherance of the Plan; and

WHEREAS, RB is incorporated, filed for, and received their 501(c)3 status, and has a working Board of Directors; and

WHEREAS, RB is not an agent of or advisor to the City, but, rather, a private independent contractor; and

WHEREAS, both parties desire to maintain a strong and viable Bradenton area by fulfilling the mission, principles, and action items in the Plan.

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

ARTICLE I - TERM

This Agreement shall be for a term of one (1) year, concluding on the 30th day of September, 2024.

ARTICLE II - PAYMENT

The City agrees to pay RB a sum not to exceed Two Hundred Thousand Dollars and Zero Cents ($200,000.00) for the work performed under this Agreement. Payment shall be made after presentation of an invoice and verification of the work by the City, and in accordance with Florida Prompt Payment Act. No additional payments or compensation will be allowed unless first approved by the City. All invoices shall be delivered to:

City of Bradenton
Attention: Accounts Payable
101 Old Main Street
Bradenton, FL 34205

ARTICLE III – OBLIGATIONS OF REALIZE BRADENTON

Throughout the term of this Agreement, RB shall:

1. Provide planning, management, coordination, and execution of various community events that enhance community engagement, promote local culture, and support City initiatives, to include the following:
    a. Bradenton Blues Fest
    b. Music in the Park
    c. Winter Wonderland
    d. Downtown Bradenton Public Market
    e. Downtown Bradenton Public Market, Summer Market Extension;

2. Employ paid professional staff who shall be responsible for the day-to-day administration of the events and activities, to include event planning and coordination as well as marketing and promotions;

3. Maintain performance data for each of RB's events and activities by providing a semiannual report March 30, 2024, and September 30, 2024, which will include an executive summary and evaluative analysis for approved events occurring in that reporting period;

4. Provide a semiannual summary of expenses report March 30, 2024 and September 30, 2024, summarizing approved event expenditures occurring during that reporting period;

5. Submit a detailed annual operating budget to the City within thirty (30) days of execution of this Agreement;

6. Obtain any permits, licenses, or insurance coverage required for all approved events; and

7. Obtain and provide any other services deemed necessary and essential to holding each event.

Any services outside those detailed herein, shall be negotiated and memorialized in a written amendment to this Agreement, approved by both parties.

ARTICLE IV – INDEMNIFICATION

RB shall indemnify and hold harmless the City, including its elected and appointed officials, agents, and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeal arising out of or resulting from carrying out of this Agreement. This Agreement may be terminated by the City

if RB fails to maintain general liability insurance in a minimum amount of $1,000,000 per claimant, $2,000,000 per occurrence, and worker's compensation for its employees.

ARTICLE V – TERMINATION

This Agreement may be terminated by the City if RB fails to cure any claimed default or fulfill any of its obligations under the Agreement within ten (10) business days after the City provides RB with written notice, per the requirements of Article VII – Notices contained in this Agreement, of the need for RB to cure any claimed default or fulfill any of its obligations under the Agreement as outlined in the City's written notice.

This Agreement may be terminated by RB if City fails to cure any claimed default or fulfill any of its obligations under the Agreement within ten (10) business days after RB provides City with written notice, per the requirements of Article VII – Notices contained in this Agreement, of the need for City to cure any claimed default or fulfill any of its obligations under the Agreement as outlined in the RB's written notice.

Should this Agreement be terminated by either party for failure to cure any claimed default or fulfill any of its obligations under the Agreement within ten (10) business days, the City agrees to pay for services rendered by RB outlined in this Agreement up to the date of termination.

ARTICLE VI – AMENDMENTS

Amendments to this Agreement must be mutually agreed upon by the parties and must be in writing.

ARTICLE VII – NOTICES

Whenever either party desires to give notice unto the other, written notice shall be sent via first-class mail to:

Realize Bradenton, Inc.
Attn: Executive Director
1015 Manatee Ave.
Bradenton, FL 34205
Email: karen@realizebradenton.com

Rob Perry
City Administrator
101 Old Main Street
Bradenton, FL 34205
Email: rob.perry@bradentonfl.gov

ARTICLE X – PUBLIC RECORDS

Pursuant to Florida Statutes, Section 119.0701, RB agrees to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency's custodian of public records, provide the public

agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if RB does not transfer the records to the public agency.

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

5. Realize Bradenton's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this AGREEMENT by the City.

IF RB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: cityclerk@cityofbradenton.com

ARTICLE XI – 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. Realize Bradenton hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Realize Bradenton further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Realize Bradenton hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year

preceding the effective date of this Agreement. If Realize Bradenton has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the parties have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement, this 19 day of September, 2023.

Realize Bradenton, Inc., a Florida not-for-profit corporation

By: _____

Print Name: Karen Corbin

Title: Executive Director

Date: 9/19/23

STATE OF Florida

COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of September, 2023, by Karen Corbin, as Executive Director of **Realize Bradenton, Inc.**, a Florida not-for-profit corporation. Such person is personally known to me or has produced _____ as identification.

_____

Notary Public

[Notary Seal]

STEPHANIE FOLEY
Commission # HH 072042
Expires April 14, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

_____

Name typed, printed or stamped

My Commission Expires:_____

CITY OF BRADENTON

By: _____

Print Name: Gene Brown, Mayor

Date: September 27, 2023

ATTEST: _____

Name: Tamara Melton

Title: City Clerk

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____, as _____ of the City of Bradenton. Such person is personally known to me or has produced _____ as identification.

[Notary Seal]

_____

Notary Public

_____

Name typed, printed or stamped

My Commission Expires:_____

AGENDA ITEM NO. 5.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement Extension with Airgas Specialty Products, Inc.

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

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This first extension of the agreement for R Grade Anhydrous Ammonia between the CITY OF BRADENTON, and Airgas Specialty Products, Inc. to provide the City with all necessary labor, materials, equipment, tools, consumables, transportation and incidentals to supply the City with R Grade Anhydrous Ammonia.

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

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

SUGGESTED MOTION:
Motion to approve Agreement Extension with Airgas Specialty Products Inc.

ATTACHMENTS:
Agreement Extension with Airgas Specialty Products, Inc.

DocuSign Envelope ID: 4268BC4F-75BB-49EC-BAF3-48C9FAA4A85D

First Extension of The Agreement for R Grade Anhydrous Ammonia

This FIRST EXTENSION of the Agreement for R Grade Anhydrous Ammonia (the "Extension"), is made this 13th day of September 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and Airgas Specialty Products, Inc., a foreign for profit corporation (hereafter referred to as "Contractor), with a principal office located at 2530 Sever Road, Suite 300, Lawrenceville, Georgia 30043.

WITNESSETH:

WHEREAS, the City and Contractor entered into an Agreement for R Grade Anhydrous Ammonia (the "Agreement") on September 16, 2022, whereby Contractor was to provide the City with all necessary labor, materials, equipment, tools, consumables, transportation and incidentals to supply the City with R Grade Anhydrous Ammonia;

WHEREAS, the Agreement with the City provided for a one-year term, through September 16, 2023;

WHEREAS, the Agreement allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties desire to extend the term of the Agreement for an additional one-year period to October 12, 2024;

WHEREAS, the City and the Contractor desire to make certain amendments to the Agreement as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendment to the Agreement**. The following provisions are hereby added to the Agreement as follows, and such additional terms shall prevail over conflicting provisions of the Agreement:
   a. Article 3: Term. The Agreement is hereby extended an additional one-year term, and the Agreement shall now expire on October 12, 2024.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City

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and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 13th day of September, 2023.

David Richardson
David Richardson, as
VP of Sales Airgas Specialty Products

8/23/2023
Date

Gene Brown
Mayor, City of Bradenton

Date

AGENDA ITEM NO. 5.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-024MK Odyssey Manufacturing Co. Agreement

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

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Odyssey Manufacturing Co. agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with purchase and delivery of sodium hypochlorite services at the rate of $1.55 per gallon. This agreement is in accordance with the specifications per the City of St. Augustine, Florida's RFB No. PW2020-02.

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

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

SUGGESTED MOTION:
Motion to approve Piggyback Agreement PB-23-18MK with Odyssey Manufacturing Co.

ATTACHMENTS:
PB-23-024MK Odyssey Manufacturing Co. Agreement

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-23-024MK BETWEEN THE CITY OF BRADENTON AND ODYSSEY MANUFACTURING CO.

Odyssey Manufacturing Co. agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with purchase and delivery of sodium hypochlorite services at the rate of $1.55 per gallon. This agreement is in accordance with the specifications per the City of St. Augustine, Florida's RFB No. PW2020-02, Odyssey Manufacturing Co.'s response thereto, and resulting Contract No. PW2020-02F with Odyssey Manufacturing Co., including all amendments, renewals, and prices quoted, attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through September 28, 2024, with four (4) additional one (1) year period options, with the following modifications:

1. All references to the "City of St. Augustine" shall be replaced with "City of Bradenton, Florida."

2. The contact information for any communications to the City shall be as follows:

   Marcus Kerber
   Purchasing Dept, City of Bradenton
   101 Old Main Street
   Bradenton, Florida 34205

3. Delivery locations by Tanker shall be made to:

   Water Treatment Plant
   5600 Natalie Way
   Bradenton, Florida 34203

   Water Reclamation Facility

1810 1st Street West
Bradenton, Florida 34208

4. The bolded language on page 2 of the Agreement shall be replaced with the following public records language:

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:

City Clerk
101 Old Main Street West
Bradenton, FL 34205
Phone: 941-923-9400
Email: Cityclerk@cityofbradenton.com

5. Section 19 of the General Terms and Conditions shall be revised to state that venue shall lie in Manatee County, Florida.

6. A new Section 21 shall be added to the General Terms and Conditions, as follows:

E. Verify. In addition, 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. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

7. A new Section 22 shall be added to the General Terms and Conditions as follows:

Method of Payment. Contractor shall submit an invoice to the City upon completion of the tasks described in the Agreement. Unless otherwise agreed,

the City shall pay the Contractor's invoices in accordance with Florida's Prompt Payment Act.

8. A new section 23 shall be added to the General Terms and Conditions as follows:

Indemnification. Contractor shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Contract.

9. Exhibit B, Insurance Requirements, shall be replaced in its entirety with the following:

Contractor will not commence work under the Agreement until all insurance under this section and such insurance coverage as might be required by City has been obtained. Contractor shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of the Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

A) Workers' Compensation/Employers' Liability

Part Two - The minimum amount of coverage required by Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

(Each Accident) $100,000
(Disease-Policy Limit) $500,000
(Disease-Each Employee) $100,000

B) Commercial General Liability

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

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

ADDITIONAL INSURED: City shall be specifically named as additional insured on the Commercial General Liability Policy.

C) Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

If the initial insurance expires prior to the completion of operations and/or services by the Contractor renewal certificates of insurance shall be furnished by the Contractor and delivered to the Purchasing Official as soon as reasonably practicable. Nothing herein shall in any manner create any liability of the City in connection with any claim against the Contractor for labor, services, or materials, or of Subcontractors; and nothing herein shall limit the liability of the Contractor or Contractor s sureties to the City or to any workers, suppliers, material men or employees in relation to this Agreement.

E) By way of its execution of this Agreement, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the Agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to City; and

b. Agrees that, insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the Agreement, which may result in immediate termination.

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

a. The certificate holder shall be:

The City of Bradenton, a political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7863
Attn: Marcus Kerber
Reference: PB2-3-024MK

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

Patrick H. Allman, General Manager Odyssey Manufacturing Co.	9.14.2023 Date
Gene Brown, Mayor City of Bradenton	Date
Jim McLellan Jim McLellan, P.E., Director City of Bradenton Public Works and Utilities	9/15/2023 Date

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AGENDA ITEM NO. 5.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: RFP-21-03RW Agreement Extension The Southern Group of Florida

SUGGESTED ACTION: Approve the Agreement for Mayor's signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This contract extension of RFP #21-03RW, is made this 27th day of September 2023, between the City of Bradenton and The Southern Group of Florida, whereby Consultant was to provide the City with legislative consulting services.

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

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

SUGGESTED MOTION:
Motion to approve RFP-21-03RW Agreement Extension with The Southern Group of Florida.

ATTACHMENTS:
RFP-21-03RW The Southern Group Extension

Contract Extension of RFP #21-03RW between The Southern Group of Florida, Inc. and the City of Bradenton

This CONTRACT EXTENSION of RFP #21-03RW (the "Extension"), is made this 27th day of September 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and The Southern Group of Florida, Inc. (hereafter referred to as "Consultant"), with a principal office located at 1646 West Snow Avenue, Suite 282, Tampa, Florida 33606.

WITNESSETH:

WHEREAS, the City and Consultant entered into a contract in response to RFP #21-03RW (the "Contract") on October 13, 2021, whereby Consultant was to provide the City with legislative consulting services, as more specifically described in Consultant's response to RFP #21-03RW;

WHEREAS, the Contract allows the option to renew for two additional one-year periods;

WHEREAS, the City and the Consultant exercised one of the two additional one-year periods to extend the Contract to October 12, 2023;

WHEREAS, the City and the Consultant desire to exercise the second and final additional one-year period to extend the Contract to October 11, 2024;

WHEREAS, the City and the Consultant desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Consultant, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Consultant, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Extension of the Term of the Contract.** The Contract is hereby extended to October 11, 2024.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Consultant thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall

be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension upon the terms and conditions above stated, this 27th day of September, 2023.

Laura Boehmer
Partner, The Southern Group of Florida, Inc.

September 18, 2023
Date

Gene Brown
Mayor, City of Bradenton

Date

Robert Perry
City Administrator, City of Bradenton

9/18/23
Date

AGENDA ITEM NO. 5.l

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FDEP Grant Agreement 23PLN118 - Vulnerability Assessment and Adaptation Plan

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City applied for and has been awarded a grant from the Florida Department of Environmental Protection (FDEP) to complete a comprehensive Vulnerability Assessment pursuant to F.S. Section 380.093, and develop an Adaptation Plan for the City. The Adaptation Plan will focus on identifying near-term actions to build service reliability and Resilience for the City critical assets. The City is required to have a formal Adaptation Plan in order to qualify for future Resiliency Grants through FDEP.

FINANCIAL IMPACT:
The overall cost of the Vulnerability Assessment and Adaptation Plan development is $180,000. The FDEP grant is for $120,000, with the remaining $60,000 in local match by the City to be funded from the Capital Improvement Fund.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney has reviewed.

SUGGESTED MOTION:
Motion to approve the Florida Department of Environmental Protection Grant Agreement 23PLN118.

ATTACHMENTS:
FDEP Grant Agreement 23PLN118

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **City of Bradenton Vulnerability Assessment and Adaptation Plan**
Agreement Number: **23PLN118**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton** Entity Type: **Local Government**

Grantee Address: **101 Old Main Street, Bradenton, Florida 34205** FEID: **59-6000283** (Grantee)

3. Agreement Begin Date: **7/1/2022** Date of Expiration: **6/30/2025**

4. Project Number: *(If different from Agreement Number)* Project Location(s): **City of Bradenton**

Project Description: **The project will conduct a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes, and develop an Adaptation Plan for the City of Bradenton.**

5. Total Amount of Funding: **$ 120,000.00**

Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
☒ State ☐ Federal	**FY 22-23 GAA 1776**	$ **120,000.00**
☐ State ☐ Federal		$
☒ Grantee Match		$ **60,000.00**
	Total Amount of Funding + Grantee Match, if any:	$ **180,000.00**

6. Department's Grant Manager
Name: **Charles Neuhauser** or successor
Address: **Resilient Florida Program**
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399
Phone: **850-245-2138**
Email: **Charles.Neuhauser@FloridaDEP.gov**

Grantee's Grant Manager
Name: **Kim Clayback** or successor
Address: **City of Bradenton**
101 Old Main St. W.
Bradenton Beach, FL 34205
Phone: **941-708-6300**
Email: **kim.clayback@bradentonfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Exhibit J: Common Carrier or Contracted Carrier Attestation Form PUR1808
☒ Additional Exhibits (if necessary): **Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, Exhibit H: Contractual Services Certification, Exhibit I: Vulnerability Assessment Compliance Checklist Certification**

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☒N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

By _____
(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____
Secretary or Designee Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Charles Neuhauser

DEP QC Reviewer, Hanna Tillotson

Grantee may add additional signatures below, if needed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement; and/or
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

   ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

f. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.

ii. 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 posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

    i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.

    ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing $5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the

terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;

b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;

c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;

d. Failure to honor any term of the Agreement;

e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;

f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;

g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

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

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

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

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity;

may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.

b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan

Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
    i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
    ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
    iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
    i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
    ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
    iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the

Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 23PLN118

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is City of Bradenton Vulnerability Assessment and Adaptation Plan. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☒	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing $60,000.00 through cash or third party in-kind towards the project funded under this Agreement.
The Grantee may claim allowable project expenditures made on July 1, 2021 or after for purposes of meeting its match requirement as identified above.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution. If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 23PLN118

ATTACHMENT 3

PROJECT TITLE: City of Bradenton Vulnerability Assessment and Adaptation Plan

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will conduct the City of Bradenton Comprehensive Vulnerability Assessment and Adaptation Plan (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093 Florida Statutes (F.S.) as well as develop an Adaptation Plan (AP) for the City of Bradenton. The Project will also include public outreach and Peril of Flood compliance.

TASKS AND DELIVERABLES:

Task 1: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees should discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach. The kick-off meeting will be hosted by the Grantee and should identify potential representatives to serve on the project steering committee. Prior to the meeting, the Grantee will prepare the sign-in sheet, draft project schedule, and other meeting materials as necessary. The Grantee will prepare a draft list of representatives to serve on the project steering committee based on discussions with the Grantee. It is recommended that the committee be limited to no more than 10 representatives to better manage meeting outcomes.

Deliverables: The Grantee will provide the following:

- **1.1:** Meeting agenda to include location, date, and time of meeting;
- **1.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **1.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **1.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 2: Public Outreach Meeting #1

Description: The Grantee will conduct at least two public outreach meetings during the project. The purpose of the first meeting is to allow the public to provide input during the initial data collection stages, to include input on preferred methodologies, data for analyzing potential sea level rise impacts and/or flooding, guiding factors to consider, and critical assets important to the community. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agendas to include location, date, and time of meeting;

- **2.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **2.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **2.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **2.5:** A summary report including attendee input and meeting outcomes.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA, based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a) 1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections for 2040 and 2070, at a minimum. Other projections can be used at the Grantees discretion. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA's extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:
- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Critical and Regionally Significant Asset Inventory

Description: The Grantee will identify all critical and regionally significant assets meeting the definitions in s. 380.093, F.S., that are impacted by flooding and sea level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:
- **4.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **4.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **4.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained either by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 5: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **5.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **5.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 6: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **6.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **6.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 7: Public Outreach Meeting #2

Description: The Grantee will conduct a second public meeting to present the results from the exposure analysis, sensitivity analysis, and draft Vulnerability Assessment. The purpose of the second meeting is to allow the public to provide community-specific input on the results of the analyses and to reconsider methodologies and assumptions used in the analysis for refinement. Additionally, during this meeting, the Grantee will conduct exercises to encourage the public to prioritize focus areas of flooding, and the critical assets in preparation for the development of adaptation strategies and project development. Criteria should be established to guide the public's input for the selection of focus areas. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **7.1:** Meeting agendas to include location, date, and time of meeting;
- **7.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);

- **7.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **7.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **7.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 8: Final Vulnerability Assessment Reports, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S., and based upon the steering committee and public outreach efforts. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **8.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **8.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset; and
- **8.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and 4) a signed Vulnerability Assessment Compliance Checklist Certification.

Task 9: Adaptation Plan

Description: The Grantee will complete a preliminary AP that is consistent with the Florida Adaptation Planning Guidebook and includes the following: assessment of adaptive capacities, prioritization of adaptation needs, and identification of adaptation strategies for five priority projects. The Grantee may also include optional subtasks such as identifying adaptation action areas, stakeholder engagement, and integrating the proposed AP into existing APs. The AP will also include a list of projects for each asset class as defined in subsection 380.093(2), F.S., for consideration and implementation. A final Adaptation Plan will be provided in subsequent years.

Deliverables: The Grantee will provide the preliminary AP Report.

Task 10: Peril of Flood Compliance

Description: The Project will update the Grantee's comprehensive plan coastal management element language to comply with the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. Based on the analysis performed, draft comprehensive plan amendments must address the requirements of paragraph 163.3178(2)(f), F.S., Peril of Flood, if the county or municipality is subject to such requirements. The municipality will draft the comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary

review. The Department of Commerce will have ten (10) working days to review and provide any comment(s) to the Department's Grant Manager, if so desired, but is not required. The intent of any Department of Commerce review at this stage is to provide preliminary feedback only and does not constitute the state agency review required under paragraph 163.3178(2)(f), F.S.

Deliverables: The Grantee will submit: A draft comprehensive plan coastal management element language in strike-through and underlined format that satisfies the Peril of Flood requirements in paragraph 163.3178(2)(f), F.S. The draft comprehensive plan will include the following:

- **10.1:** Examples of strategies, principles, and related engineering solutions that reduce flood risk in coastal areas when resulting from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise;
- **10.2:** Use of best practices development and redevelopment principles, strategies, and engineering solutions that will result in the removal of coastal real property from flood zone designations established by the Federal Emergency Management Agency;
- **10.3:** Site development techniques and best practices that may reduce losses due to flooding and claims made under flood insurance policies issued in this state;
- **10.4:** A requirement that development or redevelopment within the coastal areas be consistent with, or more stringent than, the flood-resistant construction requirements in the Florida Building Code and applicable flood plain management regulations set forth in 44 C.F.R. Part 60;
- **10.5:** A requirement that any construction activities seaward of the coastal construction control lines established pursuant to Section 161.053, F.S., be consistent with Chapter 161, F.S.; and
- **10.6:** Encouragement of local governments to participate in the National Flood Insurance Program Community Rating System administered by the Federal Emergency Management Agency to achieve flood insurance premium discounts for their residents.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A "partial deliverable" is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A "full deliverable" is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An "incomplete deliverable" is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department's receipt and approval of all deliverable(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter.

The Department's Grant Manager will provide the deliverable to the Department of Commerce for preliminary review to ensure compliance with paragraph 163.3178(2)(f), F.S. The Department of Commerce will have ten (10) working days to review and provide its comment(s) to the Department's Grant Manager. This review is to provide preliminary feedback only and does not constitute the state agency review required under Section 163.3184, F.S.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding

Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full or partial completion of a task's deliverable(s) and acceptance by the Department's Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Upon the Department's receipt of the aforementioned documents and supporting fiscal documentation, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Kick Off Meeting	Contractual Services	$6,000	$3,000	$9,000	7/1/2022	3/31/2025
2	Public Outreach Meeting #1	Contractual Services	$2,000	$1,000	$3,000	7/1/2022	3/31/2025
3	Acquire Background Data	Contractual Services	$24,000	$12,000	$36,000	7/1/2022	3/31/2025
4	Critical and Regionally Significant Asset Inventory	Contractual Services	$14,000	$7,000	$21,000	7/1/2022	3/31/2025
5	Exposure Analysis	Contractual Services	$16,000	$8,000	$24,000	7/1/2022	3/31/2025
6	Sensitivity Analysis	Contractual Services	$18,000	$9,000	$27,000	7/1/2022	3/31/2025
7	Public Outreach Meeting #2	Contractual Services	$2,000	$1,000	$3,000	7/1/2022	3/31/2025
8	Final Vulnerability Assessment Reports, Maps, and Tables	Contractual Services	$24,000	$12,000	$36,000	7/1/2022	3/31/2025
9	Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2022	3/31/2025
10	Peril of Flood Compliance	Contractual Services	$4,000	$2,000	$6,000	7/1/2022	3/31/2025
		Total:	**$120,000**	**$60,000**	**$180,000**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department 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 Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at http://www.fldfs.com/and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Award	Florida Department of Environmental Protection	22/23	37.098	Resilient Florida Programs	$120,000.00	140078
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$120,000.00	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6

1. Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

2. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.

3. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.

4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:

   a. The copyright in any work developed under this Agreement; and
   b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.

5. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.

6. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which can be found on the Department's website at: https://floridadep.gov or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

   "This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

   The next printed line must identify the month and year of the publication.

7. Final Project Report. The Grantee must submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

8. Project Photos. The Grantee must submit Exhibit G, Photo Release Form, with the first submission of deliverables and reports (Exhibit A and F) that include photos.

9. Contractual Services. For all grant agreements that include Contractual Services as an expenditure category, the Grantee must submit Exhibit H, Contractual Services Certification, and all required supporting documentation for all contractors conducting work under the grant agreement, prior to requesting payment that includes contractual services.

10. Vulnerability Assessments. For all Planning grant agreements (Resilient Florida Grant Program and Regional Resilience Entities), the Grantee must submit Exhibit I, Vulnerability Assessment Compliance Checklist Certification, with the final grant deliverable(s).

11. Geographic Information System (GIS) files and associated metadata. All GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (found on the Resilient Florida Program website: https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards), and raw data sources shall be defined within the associated metadata.

12. State and Local Fiscal Recovery Funds. For all grant agreements funded with the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act, the Grantee must submit the SLFRF Reporting Requirements Form upon execution of the grant agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A
PROGRESS REPORT FORM

The current **Exhibit A, Progress Report Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit A that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

EXHIBIT F

DEP AGREEMENT NO. 23PLN118

CITY OF BRADENTON VULNERABILITY ASSESSMENT AND ADAPTATION PLAN

City of Bradenton

Final Project Report

Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include the following: 1) evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable; 2) identify successful outcomes, areas for improvement, and quantifiable metrics (including the assigned metric in Exhibit A, if applicable) as a result of the project; and 3) final project photos, if an implementation construction project.

Part IV. Further Recommendations

Instructions for completing Exhibit F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.

Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 23PLN118

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: (_____) _____ **Email:** _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ **Date:** _____

Photo/video/audio/artwork/recording file name(s): _____

Location of photo/video/audio recording/artwork: _____

Name of person accepting Work submission _____

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23PLN118

Project Title: City of Bradenton Vulnerability Assessment and Adaptation Plan

Grantee: City of Bradenton

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

_____
Grantee's Grant Manager Signature

_____
Print Name

_____
Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
VULNERABILITY ASSESSMENT COMPLIANCE CHECKLIST CERTIFICATION

Exhibit I

Required for all planning grant agreements.

DEP Agreement Number: 23PLN118

Project Title: City of Bradenton Vulnerability Assessment and Adaptation Plan

Grantee: City of Bradenton

In accordance with subsection 380.093(3), F.S., the following components, scenarios, data, and information are required for a comprehensive Vulnerability Assessment (VA). The checklist must be completed and submitted with the final VA Report deliverable, pursuant to Attachment 3, Grant Work Plan. The Grantee must abide by the Department's GIS Data Standards found on the Resilient Florida Program webpage at the link below:

https://floridadep.gov/rcp/resilient-florida-program/documents/resilient-florida-program-gis-data-standards

Part 1 – Subparagraph 380.093(3)(c)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
a	☐	Final Vulnerability Assessment Report that provides details on the results and conclusions, including illustrations via maps and tables.	
All electronic mapping data used to illustrate flooding and sea level rise impacts that are identified in the VA must be provided in the format consistent with the Department's GIS Data Standards and include the following three (3) items:			
b	■	Geospatial data in an electronic file format.	
c	☐	GIS metadata.	
d	☐	List of critical assets for each jurisdiction, including regionally significant assets, that are impacted by flooding and sea level rise. The list must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset	

Part 2 – Subparagraphs 380.093(3)(d)1. and 380.093(3)(d)2., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
e	☐	Peril of Flood Compliance Plan amendments developed that address paragraph 163.3178(2)(f), F.S., if applicable.	

		☐ Not applicable ☐ Already in compliance	
f	☐	Depth of tidal flooding, including future high tide flooding, using thresholds published and provided by the Department.	
g	☐	To the extent practicable, analysis geographically displays the number of tidal flood days expected for each scenario and planning horizon. *(optional)*	
h	☐	Depth of current and future storm surge flooding using publicly available NOAA or FEMA storm surge data. (*check one*) ☐ NOAA data ☐ FEMA data	
i	☐	Initial storm surge event equals or exceeds current 100-year flood event.	
j	☐	Higher frequency storm analyzed for exposure of a critical asset. *(optional, but must provide additional detail if included)*	
k	☐	To the extent practicable, rainfall-induced flooding was considered using spatiotemporal analysis or existing hydrologic and hydraulic modeling results. *(required if item e is not applicable)*	
l	☐	Future boundary conditions have been modified to consider sea level rise and high tide conditions. *(optional)*	
m	☐	Depth of rainfall-induced flooding for 100-year storm and 500-year storm event. *(required if item e is not applicable)*	
n	☐	To the extent practicable, compound flooding or the combination of tidal, storm surge, and rainfall-induced flooding. *(optional)*	

Part 3 – Subparagraph 380.093(3)(d)3., F.S.

Item ID	Check if Included	Item Description	Page Reference in VA Report (if applicable)
o	☐	All analyses performed in North American Vertical Datum of 1988.	
p	☐	Includes at least two local sea level rise scenarios, which must include the 2017 NOAA intermediate-low and intermediate-high sea level rise projections.	
q	☐	Includes at least two planning horizons, which must include years 2040 and 2070.	
r	☐	Utilizes local sea level data that has been interpolated between the two closest NOAA tide gauges.	
s	☐	Local, publicly available, sea level data was taken from one of the two closest NOAA tide gauges, which must be the gauge with the highest mean sea level *(if so, provide Department approval)*.	

Identify all counties and municipalities that are included in this Vulnerability Assessment:

I certify that, to the Grantee's knowledge, all information contained in this completed Vulnerability Assessment Compliance Checklist is true and accurate as of the date of the signature below.

Grantee's Grant Manager Signature

Print Name

Date

COMMON CARRIER OR CONTRACTED CARRIER ATTESTATION FORM
(PUR 1808)

Exhibit J

This form must be completed by a Common Carrier or contracted carrier and submitted to the Governmental Entity with which a Contract being is executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in section 908.111, F.S.

City of Bradenton is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature: Date:

AGENDA ITEM NO. 5.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Jim McLellan, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: FDEP State Revolving Fund (SRF) Loan Agreement WW4103A0

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
With City Council approval, an application for an SRF loan to fund multiple projects related to the city's wastewater collection, treatment and disposal systems was submitted to the Florida Department of Environmental Protection. At their August meeting SRF approved the city's application and committed funds of $20M. Additional funds from SRF will be committed at their November 2023 meeting.

Based on the city's application and the initial commitment of funds, SRF has prepared Loan Agreement WW4103A0 for city approval.

FINANCIAL IMPACT:
The total loan principal covered by this agreement is $20,174,500, which includes capitalized interest of $174,500. The first semi-annual loan payment of $552,657 is not scheduled to be due until September 15, 2026 following project completion. The loan payments will be funded by revenues from the water/sewer enterprise fund.

ATTORNEY REVIEW/RECOMMENDATION:
City Attorney has reviewed.

SUGGESTED MOTION:
Motion to approve the FDEP State Revolving Fund (SRF) Loan Agreement WW4103A0.

ATTACHMENTS:
SRF Loan Agreement WW4103A0

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF BRADENTON, FLORIDA

CLEAN WATER STATE REVOLVING FUND
CONSTRUCTION LOAN AGREEMENT
WW4103A0

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

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CLEAN WATER STATE REVOLVING FUND

CONSTRUCTION LOAN AGREEMENT

WW4103A0

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BRADENTON, FLORIDA, (Local Government) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Local Government shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.1835, Florida Statutes and Chapter 62-503, Florida Administrative Code, the Department is authorized to make loans to finance or refinance the construction of wastewater pollution control facilities, the planning and design of which have been reviewed by the Department; and

The Local Government applied for the financing of the Project, and the Department has determined that such Project meets all requirements for a loan.

AGREEMENT

In consideration of the Department loaning money to the Local Government, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this construction loan agreement.

(2) "Authorized Representative" shall mean the official of the Local Government authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.

(4) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount, the interest rate, Loan Service Fee, amortization schedule and Semiannual Loan Payment amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(8) "Fiscal Sustainability Plan" shall mean a systematic management technique for utility systems that focuses on the long-term life cycle of the assets and their sustained performance, rather than on short-term, day-to-day aspects of the assets. This plan shall include the inventory and evaluation of assets, the certification of water and energy conservation implementation efforts, as well as a plan for the maintenance, repair and, if necessary, the replacement of assets, as well as the schedule to do so.

(9) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(10) "Gross Revenues" shall mean all income or earnings received by the Local Government from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(11) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(12) "Loan Application" shall mean the completed form which provides all information required to support obtaining construction loan financial assistance.

(13) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the Local Government for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(14) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the Local Government.

(15) "Local Governmental Entity" means a county, municipality, or special district.

(16) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the Local Government to the Loan Debt Service Account.

(17) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles,

exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(18) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues derived yearly from the operation of the Utility System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior or parity obligations issued pursuant to Section 7.02 of this Agreement.

(19) "Project" shall mean the works financed by this Loan and shall consist of furnishing all labor, materials, and equipment to construct the wastewater collection and treatment improvements in accordance with the plans and specifications accepted by the Department for the following contracts:

(a) "Bradenton WRF Addition of Fourth Clarifier Plant Modifications Associated with Injection Well"; and

(b) "City of Bradenton Aquifer Recharge Well"; and

(c) "Sanitary Sewer Pipe and Manhole Lining Rehabilitation Services".

The Project is in agreement with the planning documentation accepted by the Department effective July 25, 2023. A Florida Categorical Exclusion Notification was published on May 12, 2023 and no adverse comments were received.

(20) "Semiannual Loan Payment" shall mean the payment due from the Local Government to the Department at six-month intervals.

(21) "Sewer System" shall mean all facilities owned by the Local Government for collection, transmission, treatment and reuse of wastewater and its residuals.

(22) "Utility System" shall mean all devices and facilities of the Water System and Sewer System owned by the Local Government.

(23) "Water System" shall mean all facilities owned by the Local Government for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Local Government warrants, represents and covenants that:

(1) The Local Government has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Local Government currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Local Government's knowledge, threatened, which seeks to restrain or enjoin the Local Government from entering into or complying with this Agreement.

(4) All permits, real property interests, and approvals required as of the date of this Agreement have been obtained for construction and use of the Project. The Local Government knows of no reason why any future required permits or approvals are not obtainable.

(5) The Local Government shall undertake the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the Local Government shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Local Government's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or its operation of the Project.

(7) All Local Government representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Local Government to the Department was current and correct as of the date such information was delivered. The Local Government shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Local Government shall take such action to comply with this agreement.

(8) The Local Government shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Local Government shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the Local Government's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the Local Government shall include in such budget other legally available non-ad valorem funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available non-ad valorem funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the Local Government shall collect such funds for application as provided herein. The Local Government shall notify the Department immediately in writing of any such

budgeting of other legally available non-ad valorem funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available non-ad valorem funds; requiring the Local Government to levy or appropriate ad valorem tax revenues; or preventing the Local Government from pledging to the payment of any bonds or other obligations all or any part of such other legally available non-ad valorem funds.

(10) Pursuant to Section 216.347 of the Florida Statutes, the Local Government shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(11) The Local Government agrees to construct the Project in accordance with the Project schedule. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Local Government are excepted. If for any reason construction is not completed as scheduled, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(12) The Local Government covenants that this Agreement is entered into for the purpose of constructing, refunding, or refinancing the Project which will in all events serve a public purpose. The Local Government covenants that it will, under all conditions, complete and operate the Project to fulfill the public need.

(13) The Local Government shall update the revenue generation system annually to assure that sufficient revenues are generated for debt service; operation and maintenance; replacement of equipment, accessories, and appurtenances necessary to maintain the system design capacity and performance during its design life; and to make the system financially self-sufficient.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Local Government's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the Local Government and shall constitute a valid and legal obligation of the Local Government enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement identifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Local Government agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

State Resources Awarded to the Local Government Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program Number	Funding Source	CSFA Number	CSFA Title or Fund Source Description	Funding Amount	State Appropriation Category
Original Agreement	Wastewater Treatment and Stormwater Management TF	37.077	Wastewater Treatment Facility Construction	$20,000,000	140131

(2) Audits.

(a) In the event that the Local Government expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such Local Government, the Local Government must have a State single audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the Local Government shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

(b) In connection with the audit requirements addressed in the preceding paragraph (a); the Local Government shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

(c) If the Local Government expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. The Local Government shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Local Government in which the $750,000 threshold has not been met. In the event that the Local Government expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Local Government's resources obtained from other than State entities).

(d) The Local Government is hereby advised that the Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Local Government should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance.

(3) Report Submission.

(a) Copies of financial reporting packages shall be submitted by or on behalf of the Local Government directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(iii) Copies of reports or management letters shall be submitted by or on behalf of the Local Government directly to the Department at either of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General
3900 Commonwealth Boulevard, MS 40
Tallahassee, Florida 32399-3123

or

Electronically:
FDEPSingleAudit@dep.state.fl.us

(b) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(c) Local Governments, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was received by the Local Government from their auditors in correspondence accompanying the reporting package.

(4) Record Retention.

The Local Government shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Local Government shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with Section 215.97, F.S., as revised monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures. By entering into this Agreement, the Local Government agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Local Government is appropriate, the Local Government agrees to comply with any additional instructions provided by the Department to the Local Government regarding such audit. The Local Government understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Local Government will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The Local Government shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth for such action in Section 10.07 of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the Local Government shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the Local Government fails to make a required Monthly Loan Deposit, the Local Government's chief financial officer shall notify the Department of such failure. In addition, the Local Government agrees to budget, by amendment if necessary, payment to the Department from other legally available non-ad valorem funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the Local Government, nor shall it be construed to give the Department the power to require the Local Government to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the Local Government's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

Project changes prior to bid opening shall be made by addendum to plans and specifications. Changes after bid opening shall be made by change order. The Local Government shall submit all addenda and all change orders to the Department for an eligibility determination. After execution of all construction, equipment and materials contracts, the Project contingency may be reduced.

4.02. TITLE TO PROJECT SITE.

The Local Government shall have an interest in real property sufficient for the construction and location of the Project free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use.

4.03. PERMITS AND APPROVALS.

The Local Government shall have obtained, prior to the Department's authorization to award construction contracts, all permits and approvals required for construction of the Project or portion of the Project funded under this Agreement.

4.04. ENGINEERING SERVICES.

A professional engineer, registered in the State of Florida, shall be employed by, or under contract with, the Local Government to oversee construction.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The Local Government is prohibited from selling, leasing, or disposing of any part of the Utility System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this Loan, the Local Government covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete construction and place the Project in operation on, or prior to, the date specified in Article X. Failure of the Department to approve additional financing shall not constitute a waiver of the Local Government's covenants to complete and place the Project in operation.

4.07. CLOSE-OUT.

The Department shall conduct a final inspection of the Project and Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made directly to the Local Government for reimbursement of the incurred construction costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work, and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received and applied to the project; that all funds received to date have been applied toward completing the Project; and that under the terms and provisions of the contracts, the Local Government is required to make such payments.

(3) A certification by the engineer responsible for overseeing construction stating that equipment, materials, labor and services represented by the construction invoices have been satisfactorily purchased, or received, and applied to the Project in accordance with construction contract documents; stating that payment is in accordance with construction contract provisions; stating that construction, up to the point of the requisition, is in compliance with the contract documents; and identifying all additions or deletions to the Project which have altered the

Project's performance standards, scope, or purpose since the issue of the Department construction permit.

(4) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RATE COVERAGE.

The Local Government shall maintain rates and charges for the services furnished by the Utility System which will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year.

5.02. NO FREE SERVICE.

The Local Government shall not permit connections to, or furnish any services afforded by, the Utility System without making a charge therefore based on the Local Government's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The Local Government shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The Local Government shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Local Government shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Local Government may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. COLLECTION OF REVENUES.

The Local Government shall use its best efforts to collect all rates, fees and other charges due to it. The Local Government shall establish liens on premises served by the Utility System for the amount of all delinquent rates, fees and other charges where such action is permitted by law. The Local Government shall, to the full extent permitted by law, cause to discontinue the

services of the Utility System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Utility System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 15 days.

(2) Except as provided in Subsection 6.01(1), failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.14 below, and such failure shall continue for a period of 30 days after written notice thereof to the Local Government by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Local Government contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Local Government shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Local Government, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Local Government, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Local Government, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Local Government, for the purpose of effecting a composition between the Local Government and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Local Government under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Local Government, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Local Government by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Local Government to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Local Government to fulfill this Agreement.

(2) By action or suit in equity, require the Local Government to account for all moneys received from the Department or from the ownership of the Utility System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the Local Government under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Local Government, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, of equal priority, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the Local Government under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. The Department may release its lien on such Pledged Revenues in favor of the Department if the Department makes a determination in its sole discretion, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The Local Government may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent may be granted if the Local Government demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Utility System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the Local Government and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If at any time the Local Government shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Local Government has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Local Government shall provide access to Project sites and administrative offices to authorized representatives of the Department at any reasonable time. The Local Government shall cause its engineers and contractors to cooperate during Project inspections, including making available working copies of plans and specifications and supplementary materials.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Local Government. The Local Government shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended in writing, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). This Agreement may be amended after all construction contracts are executed to re-establish the Project cost, Loan amount, Project schedule, and Semiannual Loan Payment amount. A Final Amendment establishing the final Project costs and the Loan Service Fee based on actual Project costs shall be completed after the Department's final inspection of the Project records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Local Government to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights hereunder, and the Department may then, upon written notification to the Local Government, suspend or terminate this Agreement.

(1) Failure of the Local Government to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Local Government, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.07) and provide written notification of Final Unilateral Amendment to the Local Government.

In the event that following the execution of this Agreement, the Local Government decides not to proceed with this Loan, this Agreement can be cancelled by the Local Government, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. USE AS MATCHING FUNDS.

The EPA has provided a class deviation from the provisions of 40 CFR 35.3125(b)(1) to allow these second tier funds to be used as local matching requirements for most EPA grant funded treatment works projects, including special Appropriations Act projects.

8.09. DAVIS-BACON ACT REQUIREMENT.

(1) The Local Government shall periodically interview 10% of the work force entitled to Davis-Bacon prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. Local Governments shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. As provided in 29 CFR 5.6(a)(5) all interviews must be conducted in confidence. The Local Government must use Standard Form 1445 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The Local Government shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Local Government shall establish and follow a spot check schedule

based on its assessment of the risks of noncompliance with Davis-Bacon posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. Local Governments must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis-Bacon. In addition, during the examinations the Local Government shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(3) The Local Government shall periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor (DOL) or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of laborers, trainees, and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in items (1) and (2) above.

(4) Local Governments must immediately report potential violations of the Davis-Bacon prevailing wage requirements to the appropriate DOL Wage and Hour District Office listed at http://www.dol.gov/whd/america2.htm and to the EPA Region 4 Water Division/Grants and Infrastructure Section by calling 404-562-9345. Additional information on Davis-Bacon guidance is located on the EPA website at: https://www.epa.gov/grants/interim-davis-bacon-act-guidance.

8.10. AMERICAN IRON AND STEEL REQUIREMENT.

The Local Government's subcontracts must contain requirements that all of the iron and steel products used in the Project are in compliance with the American Iron and Steel requirement as described in Section 608 of the Federal Water Pollution Control Act unless the Local Government has obtained a waiver pertaining to the Project or the Department has advised the Local Government that the requirement is not applicable to the Project.

8.11. FISCAL SUSTAINABILITY PLAN.

The Federal Water Pollution Control Act (FWPCA), under Section 603(d)(1)(E)(i) of that act, requires a recipient of a Loan for a project that involves the repair, replacement, or expansion of a treatment works to develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented such a plan.

The Local Government shall either develop and implement a Fiscal Sustainability Plan or certify that it has developed and implemented a Fiscal Sustainability Plan , that includes the following : An inventory of critical assets that are a part of the treatment works; an evaluation of the condition and performance of inventoried assets or asset groupings; a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

At a minimum, the Fiscal Sustainability Plan shall include: an inventory of critical assets that are part of the Project funded by this Agreement; an evaluation of the condition and performance of these assets; a certification that the assistance recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.

A Fiscal Sustainability Plan certification is a certification by the Local Government that the Fiscal Sustainability Plan has been developed and is being implemented. For systems that self-certify under Section 603(d)(1)(E)(ii), certification is due at the time of loan closing. For systems developing a Fiscal Sustainability Plan under Section 603(d)(1)(E)(i), the requirement to develop and implement a Fiscal Sustainability Plan is a condition of the Loan Agreement and is due before the final disbursement is approved.

8.12. PUBLIC RECORDS ACCESS.

(1) The Local Government shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Local Government shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Local Government to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Local Government in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE LOCAL GOVERNMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LOCAL GOVERNMENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us, **or at the mailing address below**:

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.13. SCRUTINIZED COMPANIES.

(1) The Local Government certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the

Department may immediately terminate this Agreement at its sole option if the Local Government or its subcontractors are found to have submitted a false certification; or if the Local Government, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Local Government certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Local Government, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Local Government, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Local Government agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.14. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Local Government under this Agreement in the following events, as determined by the Department:

(1) The Local Government abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Local Government is rendered improbable or the Department has reasonable grounds to be insecure in Local Government's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Local Government in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Local Government of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Local Government shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Local Government prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Local Government, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.15. CIVIL RIGHTS.

The Local Government shall comply with all Title VI requirements of the Civils Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

ARTICLE IX - CONSTRUCTION CONTRACTS AND INSURANCE

9.01. AUTHORIZATION TO AWARD CONSTRUCTION CONTRACTS.

The following documentation is required to receive the Department's authorization to award construction contracts:

(1) Proof of advertising.

(2) Award recommendation, bid proposal, and bid tabulation (certified by the responsible engineer).

(3) Certification of compliance with the conditions of the Department's approval of competitively or non-competitively negotiated procurement, if applicable.

(4) Certification Regarding Disbarment, Suspension, Ineligibility and Voluntary Exclusion.

(5) Certification that the Local Government and contractors are in compliance with labor standards, including prevailing wage rates established for its locality by the DOL under the Davis-Bacon Act for Project construction.

(6) Certification that all procurement is in compliance with Section 8.10 which states that all iron and steel products used in the Project must be produced in the United States unless (a) a waiver is provided to the Local Government by the EPA or (b) compliance would be inconsistent with United States obligations under international agreements.

9.02. SUBMITTAL OF CONSTRUCTION CONTRACT DOCUMENTS.

After the Department's authorization to award construction contracts has been received, the Local Government shall submit:

(1) Contractor insurance certifications.

(2) Executed Contract(s).

(3) Notices to proceed with construction.

9.03. INSURANCE REQUIRED.

The Local Government shall cause the Project, as each part thereof is certified by the engineer responsible for overseeing construction as completed, and the Utility System (hereafter referred to as "Revenue Producing Facilities") to be insured by an insurance company or companies licensed to do business in the State of Florida against such damage and destruction risks as are customary for the operation of utility systems of like size, type and location to the extent such insurance is obtainable from time to time against any one or more of such risks.

The proceeds of insurance policies received as a result of damage to, or destruction of, the Project or the other Revenue Producing Facilities, shall be used to restore or replace damaged portions of the facilities. If such proceeds are insufficient, the Local Government shall provide additional funds to restore or replace the damaged portions of the facilities. Repair, construction or replacement shall be promptly completed.

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The estimated principal amount of the Loan is $20,174,500, which consists of $20,000,000 to be disbursed to the Local Government and $174,500 of Capitalized Interest.

Capitalized Interest is not disbursed to the Local Government, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishing the schedule of actual disbursements.

This project is a Segmented Project. Additional State Revolving Fund financing for the Project is dependent upon the availability of additional funds. The current funding limitations and future funding priority entitlement for Segmented Projects are set forth in the Chapter 62-503 of the Florida Administrative Code.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as $400,000 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest amount; that is, two percent of $20,000,000. The Loan Service Fee is estimated at the time of execution of the loan agreement and shall be revised with any increase or decrease amendment. The Loan Service Fee is based on actual Project costs and assessed in the final loan amendment. The Local Government shall pay the Loan Service Fee from the first available repayment(s) following the Final Amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 0.71 percent per annum. However, if this Agreement is not executed by the Local Government and returned to the Department before October 1, 2023 the Financing Rate may be adjusted.

10.04. LOAN TERM.

The Loan term shall be 20 years.

10.05. REPAYMENT SCHEDULE.

Repayments shall be made semiannually (twice per year). The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and the principle of level debt service. The Semiannual Loan Payment amount may be adjusted, by amendment of this Agreement, based upon revised information. After the final disbursement of Loan proceeds, the Semiannual Loan Payment shall be based upon the actual Project costs, the actual Loan Service Fee and Loan Service Fee capitalized interest, if any, and actual dates and amounts of disbursements, taking into consideration any previous payments. Actual Project costs shall be established after the Department's inspection of the completed Project and associated records. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the Final Amendment.

Each Semiannual Loan Payment shall be in the amount of $552,657 until the payment amount is adjusted by amendment. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which includes Capitalized Interest. Interest (at the Financing Rate) also shall be computed on the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Semiannual Loan Payments shall be received by the Department beginning on September 15, 2026 and semiannually thereafter on March 15 and September 15 of each year until all amounts due hereunder have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of $20,574,500, which consists of the Loan principal and the estimated Loan Service Fee.

10.06. PROJECT COSTS.

The Local Government and the Department acknowledge that the actual Project costs have not been determined as of the effective date of this Agreement. Project cost adjustments may be made as a result of construction bidding or mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Local Government receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this

Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as the result of an audit.

The Local Government agrees to the following estimates of Project costs:

CATEGORY	PROJECT COSTS ($)	AUTHORIZED LOAN AMOUNT($) TO DATE
Construction and Demolition	38,559,000	*Line items may vary*
Contingencies	3,855,900	*based on Actual*
Technical Services After Bid Opening	1,320,000	*Disbursements*
SUBTOTAL (Disbursable Amount)	43,734,900	20,000,000
Capitalized Interest	174,500	174,500
TOTAL (Loan Principal Amount)	43,909,400	20,174,500

10.07. SCHEDULE.

The Local Government agrees by execution hereof:

(1) This Agreement shall be effective on August 9, 2023. Invoices submitted for work conducted on or after this date shall be eligible for reimbursement.

(2) Completion of Project construction is scheduled for March 15, 2026.

(3) The Loan Debt Service Account shall be established and Monthly Loan Deposits shall begin no later than March 15, 2026.

(4) The first Semiannual Loan Payment in the amount of $552,657 shall be due September 15, 2026.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW4103A0 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Local Government has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF BRADENTON

_____
Mayor

Attest:

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

_____
City Clerk

_____
City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____
Secretary or Designee

_____
Date

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4016 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 28, PRIOR POLICE SERVICE; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Please see the attached letter from Scott Christiansen, Attorney for the Board of Trustees of the City of Bradenton Police Officers' Retirement System. Also attached is the Actuarial Report from Gabriel, Roeder, Smith & Company which reflected the changes would not have an actuarial impact on the cost of the Retirement System for prefunding purposes.

FINANCIAL IMPACT:
None according to the actuarial report.

ATTORNEY REVIEW/RECOMMENDATION:
Drafted and approved by Attorney Christiansen.

SUGGESTED MOTION:
Motion to approve Ordinance 4016.

ATTACHMENTS:
Ordinance 4016
Letter from Attorney Christiansen and Actuarial Report

ORDINANCE NO. 4016

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE IV, POLICE OFFICERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT, ESTABLISHMENT AND OPERATION OF FUND; AMENDING SECTION 7, PRE-RETIREMENT DEATH; AMENDING SECTION 16, MINIMUM DISTRIBUTION OF BENEFITS; AMENDING SECTION 27, MILITARY SERVICE PRIOR TO EMPLOYMENT; AMENDING SECTION 28, PRIOR POLICE SERVICE; AMENDING SECTION 30, SUPPLEMENTAL BENEFIT COMPONENT FOR SPECIAL BENEFITS, CHAPTER 185 SHARE ACCOUNTS; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA;

SECTION 1: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 4, Finances and Fund Management; Establishment and Operation of Fund, subsection (6)(j), to read as follows:

* * * * *

(j) Any overpayments or underpayments from the fund to a member, retiree or beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the board in such a manner that the actuarial equivalent of the benefit to which the member, retiree or beneficiary was correctly entitled to shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the fund in a prudent manner.

* * * * *

SECTION 2: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 7, Pre-Retirement Death, subsection (b)5., to read as follows:

* * * * *

(b) 5. Notwithstanding anything contained in this section to the contrary, in any event, distributions to the spouse beneficiary will begin no later than the beginning date provided under Sec. 16~~, subsection (2)(b)1~~.

* * * * *

SECTION 3: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 16, Minimum Distribution of Benefits, subsections (2)(a) and (2)(b)1., to read as follows:

* * * * *

(2) (a)

1. Required beginning date. The member's entire interest will be distributed, or begin to be distributed, to the member no later than the member's required beginning date. ~~For a member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the member terminates employment with the City. For a member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The member's required beginning date is April 1 of the calendar year following the later of (i) the calendar year in which the member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the member terminates employment with the City.

2. Applicable age.

   a. For a member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

   b. For a member who attained age 72 before January 1, 2023, the applicable age is 72.

   c. For a member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

(2) (b) 1. If the member's surviving spouse is the member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the member died, or by a date on or before December 31 of the calendar year in which the member would have attained ~~age seventy and one-half (70½), (or age 72 for a member who would have attained age 70½ after December 31, 2019) if later~~ the applicable age, as the surviving spouse. Effective for calendar years beginning after December 31, 2023, a surviving spouse who is the member's sole designated beneficiary may elect to be treated as if the surviving spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 4: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 27, Military Service Prior to Employment, to read as follows:

Sec. 27. Military service prior to employment.

The years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the city police department shall be added to his years of credited service provided that:

(1) The member contributes to the fund an actuarially determined amount such that the crediting of service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.

(2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.

(3) Payment by the member of the required amount shall be made within six (6) months of his request for credit, but not later than the retirement date, and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (5) below.

(4) The maximum credit under this section, when combined with credited service purchased for service other than with the City of Bradenton, pursuant to Section 28, Prior Police Service, shall be four (4) years and shall count for all purposes except vesting and eligibility for not-in-line of duty disability benefits.

(5) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph**.** The payment plan provided for in this paragraph shall be subject to the following terms:

(a) The principal amount to be paid shall be determined as set forth in paragraph (1) above.

(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.

(c) Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.

(d) Payments shall be made by payroll deduction from each paycheck on an after-tax basis.

(e) In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by

the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

(f) In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 5: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 28, Prior Police Service, to read as follows:

Sec. 28. Prior police service.

Unless otherwise prohibited by law, and except as provided for in section 1, the years that a member previously served as a police officer with the city during a period of previous employment and for which period accumulated contributions were withdrawn from the fund, or the years and fractional parts of years that a member served as a police officer for any other municipal, county or state law enforcement department in the State of Florida shall be added to his years of credited service provided that:

(1) The member contributes to the fund an actuarially determined amount so that the crediting of the purchased service does not result in any cost to the fund plus payment of costs for all professional services rendered to the board in connection with the purchase of years of credited service.

(2) Multiple requests to purchase credited service pursuant to this section may be made at any time prior to retirement.

(3) Payment by the police officer of the required amount shall be made within six (6) months of his request for credit and shall be made in one (1) lump sum payment upon receipt of which credited service shall be given or the member may elect to make payment for the requested credited service over a period of time as provided for in paragraph (7) below.

(4) The maximum credit under this section for service other than with the City of Bradenton when combined with credited service purchased pursuant to section 27, military service prior to employment, shall be four (4) years and shall count for all purposes, except vesting and eligibility for not-in-line of duty disability benefits. There shall be no maximum purchase of credit for prior service with the City of Bradenton and such credit shall count for all purposes, including vesting.

(5) In no event, however, may credited service be purchased pursuant to this section for prior service with any other municipal, county or state law enforcement department, if such prior service forms or will form the basis of retirement benefit or pension from another retirement system or plan as set forth in section 15, subsection (12)(b).

(6) For purposes of determining credit for prior service as a police officer as provided for in this section, in addition to service as a police officer in this state, credit may be purchased by the member in the same manner as provided above for federal, other state, county or municipal service if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer

provides proof to the board that such service is equivalent to the service required to meet the definition of a police officer under Sec. 1, above.

(7) In lieu of the lump sum payment provided for in paragraph (3) above, a member may elect to make payments over a period of time in order to fully pay the amount provided for in paragraph (1). The member shall be required to notify the board, in writing, of his election to make payments in the manner provided for in this paragraph. The payment plan provided for in this paragraph shall be subject to the following terms:

(a) The principal amount to be paid shall be determined as set forth in paragraph (1) above.

(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than sixty (60) months from the date of the first payment.

(c) Payments shall consist of principal and interest at a rate equal to the actuarially assumed rate of return on plan investments.

(d) Payments shall be made by payroll deduction from each paycheck on an after-tax basis.

(e) In the event that a member dies, retires (including entry into any Deferred Retirement Option Plan (DROP)) or otherwise terminates his employment, without having made full payment of the principal amount necessary to receive all credited service requested, the member shall receive so much of the credited service requested, determined using procedures established by the actuary, which could be purchased with the amount of principal paid by the member to the date of his death or termination of employment.

(f) In the event that the member's employment is terminated for any reason and he is not entitled to any benefit from the system other than the return of the amounts he has had deducted from his paycheck as his normal contribution to the system, the amounts which the member has paid pursuant to this subsection to purchase additional credited service, shall be returned to him including all interest paid, however, no interest shall accrue on amounts paid to purchase service.

SECTION 6: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article IV, Police Officers' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, subsection (4), Forfeitures, subsection (5)(b), Termination Benefit, and subsection (6), Payment of Benefits, to read as follows:

* * * * *

(4) *Forfeitures*. Any member who has less than ~~ten (10)~~ eight (8) years of service credit and who is not otherwise eligible for payment of benefits after termination of employment with the city as provided for in subsection (5) shall forfeit his individual member share account. Forfeited amounts shall be included and used as part of the Chapter 185 tax revenues for future allocations to individual member share accounts on each valuation date in accordance with the formula set forth in subsection (c)(1).

* * * * *

(5)(b) *Termination Benefit*.

1. In the event that a member's employment as a police officer is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9. If the member receives payment of the value of his share account balance in accordance with subsection (6), below, that member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

2. Such payment shall be made as provided in subsection (6).

* * * * *

(6) *Payment of Benefits*. If a member or DROP participant terminates employment for any reason or dies and he or his beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (3) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. If the member receives payment of the value of his share account balance in accordance with this subsection, the member is no longer entitled to receive a refund of his accumulated contributions. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance. No optional forms of payments shall be permitted.

* * * * *

SECTION 7: If any section, subsection, sentence, clause, phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 8: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

SECTION 9: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 10: That this Ordinance shall become effective upon adoption.

FIRST READING, this _____ day of _____, 2023.

PASSED AND ADOPTED ON SECOND READING, this _____ day of _____, 2023.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

dm\brad\pol\05-18-23.ord

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen
63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848
H. Lee Dehner
(1952-2019)

August 21, 2023

Via E-Mail: Rob.Perry@BradentonFL.gov

Mr. Rob Perry, City Administrator
City of Bradenton
101 12th Street West
Bradenton, FL 34205

Re: Bradenton Police Officers' Retirement System - Ordinance Amending Plan

Dear Mr. Perry:

I represent the Board of Trustees of the City of Bradenton Police Officers' Retirement System. Enclosed please find an ordinance amending the City of Bradenton Police Officers' Retirement System which has been approved by the Board and is recommended for adoption by the City Council. The following changes are proposed:

1. Section 4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.

2. Section 7, Pre-Retirement Death, and Section 16, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

3. Section 27, Military Service Prior to Employment and Section 28, Prior Police Service, are both being amended to provide an option for members to pay for purchased credited service at no cost to the plan over a period of time not to exceed 5 years, by after-tax payroll deduction, rather than making one lump sum payment.

4. Section 30, Supplemental Benefit Component for Special Benefits; Florida Statutes Chapter 185 Share Accounts, is being amended to clarify and confirm that:

   A. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and

B. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

I am attaching a copy of a letter from the plan's actuary, confirming that there is no cost associated with the adoption of this ordinance.

If you have any questions regarding the enclosed, please feel free to give me a call.

Yours very truly,

Scott R. Christiansen

SRC/dm
enclosure

e-copy: Jeffrey Amrose, with enclosure
Ferrell Jenne, with enclosure

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

June 9, 2023

Ms. Ferrell B. Jenne
Lead Plan Administrator
Foster & Foster, Inc.
2503 Del Prado Blvd. S., Suite 502
Cape Coral, FL 33904

Re: City of Bradenton Police Officers Retirement System

Dear Ferrell:

As requested, we have reviewed the proposed ordinance which would amend the City of Bradenton Police Officers Retirement System as follows:

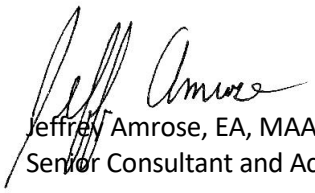
- Amend Section 4, Finances and Fund Management, to add language regarding the Board's discretion on seeking the recovery of inadvertent overpayments from benefit recipients or other parties, in accordance with the provisions of the Secure Act 2.0.
- Amend Section 7, Pre-Retirement Death, to update a reference for the required beginning date.
- Amend Section 16, Minimum Distribution of Benefits, to update the required beginning date from age 72 to the applicable age provided for in the Internal Revenue Code.
- Amend Section 27, Military Service Prior to Employment, to allow members who purchase prior military service to make payments over a period of time in lieu of a lump sum payment. The payment period would not exceed 60 months from the date of the first payment, and interest at the actuarially assumed rate of return on plan investments would be included in the payments.
- Amend Section 28, Prior Government Service, to allow members who purchase prior government service to make payments over a period of time in lieu of a lump sum payment. The payment period would not exceed 60 months from the date of the first payment, and interest at the actuarially assumed rate of return on plan investments would be included in the payments.
- Amend Section 30, Supplemental Benefit Component for Special Benefits; Chapter 185 Share Accounts, to indicate that members with less than 8 years of service at termination of employment will forfeit their share account and to clarify that members who receive their share plan balance are no longer entitled to receive a refund of accumulated contributions and members who receive a refund of accumulated contributions will forfeit their share account balance.

In our opinion, these changes will not have an actuarial impact on the cost of the Retirement System for prefunding purposes. It is our opinion that a formal Actuarial Impact Statement is not required. However, we recommend that you send a copy of this letter and the ordinance to the Bureau of Local Retirement Systems.

Jeffrey Amrose is a member of the American Academy of Actuaries and meets the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuary is independent of the plan sponsor.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company



Jeffrey Amrose, EA, MAAA
Senior Consultant and Actuary

cc: Scott Christiansen

The above communication shall not be construed to provide tax advice, legal advice or investment advice.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4019 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-15, STORAGE OF PERSONAL PROPERTY, PROHIBITING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, INCLUDING PUBLIC RIGHTS-OF-WAY, AND PRIVATE PROPERTY WITHOUT APPROVAL OF OWNER; PROVIDING FOR REMOVAL AND/OR DISPOSAL OF PERSONAL PROPERTY IN VIOLATION OF SECTION 54-15; PROVIDING FOR EXEMPTIONS TO SECTION 54-15; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Ordinance No. 4019 creates new regulations regarding the storage of personal property within the City. The Ordinance makes it unlawful to store personal property on public property, or private property without the permission of the owner, and provides for the City to remove and dispose of such property following appropriate notice.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney and Police Legal Advisor.

SUGGESTED MOTION:
Motion to approve Ordinance 4019.

ATTACHMENTS:
Ordinance 4019

ORDINANCE NO. 4019

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-15, STORAGE OF PERSONAL PROPERTY, PROHIBITING THE STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY, INCLUDING PUBLIC RIGHTS-OF-WAY, AND PRIVATE PROPERTY WITHOUT APPROVAL OF OWNER; PROVIDING FOR REMOVAL AND/OR DISPOSAL OF PERSONAL PROPERTY IN VIOLATION OF SECTION 54-15; PROVIDING FOR EXEMPTIONS TO SECTION 54-15; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has a significant governmental interest in promoting the health, safety and security of citizens and visitors by regulating potentially hazardous conditions on public and private property and within public rights-of-way.

WHEREAS, personal property stored on public property, including public rights-of-way, may pose a health, safety, or security threat to pedestrians and vehicles.

WHEREAS, the City has a significant governmental interest in ensuring that pedestrians have minimally obstructed access to public rights-of way.

WHEREAS, the City has a compelling governmental interest in complying with requirements of the American with Disabilities Act, which include minimally obstructed sidewalk access for those with disabilities.

WHEREAS, it is necessary and in the best interest of the City to add Section 54-15 to prohibit the storage of personal property on public property, including public rights-of-way, and private property without approval of owner, and to allow for the removal and/or disposal of personal property found to be in violation of Section 54-15.

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.

A. A new Chapter 54, Article 1, Section 54-15 shall be added as follows:

Sec. 54-15. – Storage of personal property.

(a) *Purpose and findings*.

(1) The city has a significant governmental interest in promoting the health, safety and security of citizens and visitors by regulating potentially hazardous conditions on public and private property and within public rights-of-way.

(2) Personal property stored on public property, including public rights-of-way, may pose a health, safety, or security threat to pedestrians and vehicles.

(3) The city has a significant governmental interest in ensuring that pedestrians have minimally obstructed access to public rights-of way.

(4) The city has a compelling governmental interest in complying with requirements of the American with Disabilities Act, which include minimally obstructed sidewalk access for those with disabilities.

(5) The city is willing to assist, on a limited basis, in providing storage facilities to those who do not have a location to store personal property.

(b) *Definitions*. For purposes of this section, the following definitions or definitional guidelines shall apply:

(1) *Custodian* means an owner of personal property or another person entrusted with the care and possession of the personal property by the owner.

(2) *Public property* means any street, alley, sidewalk, pedestrian pathway, bicycle lane, sidewalk, median, or any other area encompassed within the public right-of-way in the City of Bradenton, Florida, any park, or other outdoor recreation facility in the City of Bradenton, Florida, or any other grounds, buildings, or other facilities, including any structures, fixtures, equipment, furnishings and any other appurtenances located thereon, owned or leased by the City of Bradenton.

(3) *Reasonable charges* means the city's actual costs incurred, but in determining the reasonableness of the charges, the city may take into consideration the owner's ability to pay the charges.

(4) *Store or stored* when referring to an item on public or private property shall be broadly interpreted to include any action to place, store, park, display, keep, locate, or set an item upon the property.

(c) *Storage of personal property*. It shall be unlawful, subject to the provisions herein, for any person to store unattended items of personal property on public property, or to store attended items of personal property on public property for a time period exceeding twenty-four (24) continuous hours, or to store items of personal property on private property without the permission of the private property owner.

A person shall not be charged with a violation of this section unless and until such person has been given verbal, written or posted notice, under the provisions herein, to remove the prohibited items, and then fails to do so. A person who retrieves their personal property, pursuant to subsection (f), which was unattended when removed by the city, shall not be cited for a violation of this section if it is that person's first violation of this section. A person shall not be charged with a violation of this section if the person, upon receiving notice, removes or causes to be removed all prohibited items from the subject public property or private property immediately and does not at any point thereafter return any personal property to any public property or to private property without the permission of the private property owner. Moving the unlawfully stored items to another location on public property shall not be considered to be removing the item from public property.

If requested by a person in violation of this section, and in consideration of the public health and safety, a law enforcement officer or city code compliance officer shall remove, or cause to be removed, all items of personal property to a secure indoor or outdoor location at a social service agency which has agreed to accept such personal property. The social service agency may establish reasonable rules and guidelines for the use of any storage space in accord with any applicable governmental laws and regulations. Whenever it is determined that personal property has been abandoned at the social service agency, the procedures set forth in F.S. ch. 705 shall apply and be followed.

(d) *Removal of personal property unlawfully stored on public property*.

(1) *Attended property*. If the city identifies items of personal property that are and have been stored continuously on public property for over twenty-four (24) hours and such items are attended by the owner or other custodian, the city shall give the owner or custodian twenty-four (24) hours to remove, or cause to be removed said items to another location that is not on public property. If the owner or custodian is thereafter found with any item of personal property which is unlawfully stored on public property after having been given verbal or written notice

by the city, the city may cause the removal of such unlawfully stored items.

(2) *Unattended property*. If the city identifies items of personal property that are being stored on public property and said items are unattended and are not determined to be lost or abandoned property under F.S. ch. 705, then the city shall affix a written notice to the personal property giving the owner forty-eight (48) hours to remove or cause to be removed said items to another location that is not on public property. If the property owner fails to remove any item of personal property which is unlawfully stored on public property after posted notice by the city, the city may cause the removal of such unlawfully stored items.

(3) *Property that is a threat to health, safety or welfare*. If the city identifies items of personal property, whether attended or left unattended, that are being stored on public property and determines that the stored items are a threat to the health, safety, or welfare of the public, the city may immediately remove such stored items. A threat to the health, safety, or welfare of the public shall include, but not be limited to, a fire hazard, an explosive hazard, noxious odors, an infectious or pathogenic hazard, or an infestation of vermin, including rodents, lice, roaches and fleas, to which the public would be exposed due to unlawful storage. If the items are removed without prior notice, a written notice shall be posted at the location where or nearby where the items were removed from and at the city police department property division.

(4) *Property within posted notice of no storage*. If the city identifies items of personal property left unattended that are being stored on public property which is posted with a sign conforming to the requirements of subsection 54-15(g) stating that unattended personal property may not be stored on public property and may be removed immediately, then no additional notice shall be required and the unattended item(s) may be removed immediately by the city.

(e) *Removal of personal property unlawfully stored on private property*. If the city identifies items of personal property that are being stored on private real property without the permission of the private real property owner, the city may immediately remove such unlawfully stored items at the request of the private real property owner.

(f) *Disposal of personal property that has been removed by the city*. The city may dispose of personal property after it has been removed from public property or from private property upon the expiration of thirty (30) days after its removal or after seven (7) days if the items are deemed to be a threat to the health, safety, or welfare of the public pursuant to this subsection. However, the owner of the personal property may retrieve said property

within the thirty-day period, after presentation to the city of adequate proof of ownership thereof and payment to the city of reasonable charges for the storage and removal thereof, if applicable. The city shall post notice at the police department with a description of the items removed, the location the items were removed from, and the deadline for the recovery of the items by their owner. The removal and disposal of any items of personal property under this section may be accomplished either by the city or by someone under contract to the city to remove or dispose of such items.

(g) *Posted notice*. The city shall be authorized to post, or cause to be posted, notice of the prohibitions of subsection 54-15(c) on public property under the following circumstances:

(1) Temporary signs warning of immediate removal of unattended items from public property may be posted at least thirty-six (36) hours in advance of preplanned events, including, but not limited to, parades and special events which are likely to draw large crowds to the city.

(2) Temporary signs may be posted in a particular area in the event the city determines there is a need for a cleanup or clearance of unattended items from that area. Signs shall be posted at least thirty-six (36) hours in advance of the cleanup or clearance operation.

(3) Permanent signs warning of the immediate removal of unattended items from public property may be posted on public property frequently traveled by pedestrians in order to facilitate access to businesses, schools and government facilities in commercial areas of the city or when required to ensure access as required by the Americans with Disabilities Act.

(4) Permanent signs warning of the immediate removal of unattended items from public property may be posted in public parks and around schools and public buildings or facilities which are likely targets for the placement of explosive devices by terrorists or dissidents.

All signage authorized by this subsection shall be readable to pedestrians traveling in or upon the public property; shall be prominently displayed on the public property where the prohibitions apply; shall state “NO storage of unattended personal property on Public Property allowed;” shall state where a claim of recovery of personal property removed under this section may be made; and shall cite this section.

(h) *Exemptions*. The following items shall be exempt from the prohibitions of subsection 54-15(c), unless any such exemption creates and/or causes a hazardous condition or threatens public safety:

(1) *Medical emergency*. Items stored pursuant to a medical emergency are exempt from the prohibitions of subsection 54-15(c) until the resolution of the medical emergency.

(2) *Permitted event*. Items stored pursuant to permitted events in the city, such as but not limited to, parades, festivals, assemblies or concerts are exempt from the prohibitions of subsection 54-15(c), for the duration of the event, at the discretion of the city.

(3) *Permitted property*. Items stored pursuant to a permit issued by, or other authority from, the city are exempt from the prohibitions of subsection 54-15(c).

(4) *Government property*. Items stored by a government entity or pursuant to direction from a government entity are exempt from the prohibitions of subsection 54-15(c), at the discretion of the city.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 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 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 as provided by law.

FIRST READING	September 13, 2023
PUBLICATION DATE	September 15, 2023
SECOND READING	September 27, 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

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4020 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-7, SIGNS IN THE PUBLIC RIGHTS-OF-WAY, PROHIBITING THE PLACEMENT OF SIGNS IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REMOVAL AND DISPOSAL OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Ordinance No. 4020 makes it unlawful for a person or entity to cause signs to be placed within the public rights-of-way of the City. Under the proposed Ordinance, persons or entities causing signage to be placed in the right-of-way in violation of this section are liable for potential fines as well as the cost of removal by the City. The person or entity who owns or is advertised or identified by the offending signage is deemed to have caused the placement of the signage, in the absence of evidence to the contrary, and is liable for potential fines and costs to the same extent as the person or entity who physically placed the sign.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney.

SUGGESTED MOTION:
Motion to approve Ordinance 4020.

ATTACHMENTS:
Ordinance 4020

ORDINANCE NO. 4020

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, TO ADD A NEW SECTION 54-7, SIGNS IN THE PUBLIC RIGHTS-OF-WAY, PROHIBITING THE PLACEMENT OF SIGNS IN THE PUBLIC RIGHTS-OF-WAY; PROVIDING FOR EXEMPTIONS; PROVIDING FOR REMOVAL AND DISPOSAL OF SIGNS; PROVIDING FOR PENALTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, an excess of signs causes a visual blight on the appearance of the City by detracting views of structures and open space;

WHEREAS, this visual blight adversely affects the aesthetic quality of life and traffic safety in the City for residents, businesses, pedestrians, and persons in vehicles;

WHEREAS, the City has a significant governmental interest in promoting the health, safety and security of citizens and visitors by regulating potentially hazardous conditions within public rights-of-way;

WHEREAS, it is in the best interest of the public health, safety and welfare of the City to prohibit the placement of signs, with exceptions, within public rights-of-way, to allow for the removal of such signs, and for those persons/entities placing and/or benefitting from the signs to be cited by the City for any violation of Section 54-7.

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.

A. A new Chapter 54, Article 1, Section 54-7 shall be added as follows:

Sec. 54-7. – Signs in the Public Rights-of-Way.

Except where specifically authorized by law or city ordinance, it shall be unlawful for any person or entity to cause a sign to be placed within or encroaching upon the public rights-of-way of the city. The person or entity in possession or control of the sign and the person or entity who owns or is advertised or identified on the sign, shall be presumed to have caused the placement of the sign, in the absence of evidence to the contrary, and may be cited for a violation of this section. The City shall have the right to remove and dispose of any signs located within or encroaching upon the public rights-of-

way of the city in violation of this section, and the city may recover the costs of such removal and disposal from the person or entity who caused the placement of the sign, in addition to any fines that may be imposed.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 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 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 as provided by law.

FIRST READING	September 13, 2023
PUBLICATION DATE	September 15, 2023
SECOND READING	September 27, 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

3966226v1

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4021 - SECOND READING & PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 7, PRERETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Please see the attached letter from Scott Christiansen, Attorney for the Board of Trustees of the City of Bradenton Firefighters' Retirement System. Also attached is the Actuarial Report from Foster & Foster which reflected the changes would not have an impact on the assumptions used in determining the funding requirements of the program.

FINANCIAL IMPACT:
None according to the actuarial report.

ATTORNEY REVIEW/RECOMMENDATION:
Drafted and approved by Attorney Christiansen.

SUGGESTED MOTION:
Motion to approve Ordinance 4021.

ATTACHMENTS:
Ordinance 4021
Letter from Attorney Christiansen and Actuarial Report

ORDINANCE NO. 4021

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CODE OF ORDINANCES OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, AMENDING SECTION 4, FINANCES AND FUND MANAGEMENT; AMENDING SECTION 7, PRE-RETIREMENT DEATH; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA;

SECTION 1: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 1, Definitions, to amend the definition of Salary, to read as follows:

* * * * *

Salary means the total compensation, subject to the limitations below, paid to a Firefighter for services rendered to the City reportable on the Member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions.

For service earned after April 15, 2012, Salary shall not include more than three hundred (300) hours per calendar year for overtime paid for call back purposes. Hours required to be worked as part of the Member's normal work schedule shall not be deemed overtime and shall not count toward the three hundred (300) hour cap. Provided however, in any event, payment for overtime in excess of three hundred (300) hours accrued in calendar year 2012 as of April 15, 2012, and attributable to service earned prior to April 15, 2012 shall be included in Salary.

For service earned after April 15, 2012, Salary shall also not include payments for accrued unused vacation leave and sick leave. Provided however, in any event, payments received for accrued unused vacation leave and sick leave shall be included in Salary in an amount not to exceed the combined dollar value of the hours of unused vacation leave accrued as of April 15, 2012, plus one half (½) of the hours of unused sick leave accrued as of April 15, 2012, based on the Member's hourly rate of pay as of April 15, 2012.

Compensation in excess of limitations set forth in Section 401 (a)(17) of the Code as of the first day of the Plan Year shall be disregarded for any purpose, including employee contributions or any benefit calculations. The annual compensation of each member taken into account in determining benefits or employee contributions for any Plan Year beginning on or after January 1, 2002, may not exceed $200,000, as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B). Compensation means compensation during the fiscal year, and the fiscal year is considered the determination period. The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. If the determination period consists of fewer than 12 months for all Members, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12, as provided for in Treas. Reg. Section 1.401(a)(17)-1(b)(3)(iii)(B). If the compensation for any prior determination period is taken into account in determining a Member's contributions or benefits for the current Plan Year, the compensation for such prior determination period

is subject to the applicable annual compensation limit in effect for that prior period.. The limitation on compensation for an "eligible employee" shall not be less than the amount which was allowed to be taken into account hereunder as in effect on July 1, 1993. "Eligible employee" is an individual who was a Member before the first Plan Year beginning after December 31, 1995.

* * * * *

SECTION 2: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 4, Finances and Fund Management, subsection (6)(j), to read as follows:

* * * * *

(j) Any overpayments or underpayments from the Fund to a Member, Retiree or Beneficiary caused by errors of computation shall be adjusted with interest at a rate per annum approved by the Board in such a manner that the Actuarial Equivalent of the benefit to which the Member or Beneficiary was correctly entitled, shall be paid. Overpayments shall be charged against payments next succeeding the correction or collected in another manner if prudent. Notwithstanding the foregoing, the board shall have the discretion to not seek recovery of inadvertent overpayments from benefit recipients or other parties, including the City based on the circumstances of the overpayment, on a case-by-case basis, provided that any such actions are consistent with the provisions of the Secure Act 2.0 applicable to governmental plans with regard to inadvertent benefit overpayments and any applicable guidance subsequently issued by the Treasury and the Internal Revenue Service. Underpayments shall be made up from the Fund in a prudent manner.

* * * * *

SECTION 3: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 7, Pre-Retirement Death, subsection (2)(e), to read as follows:

* * * * *

(2)(e) Notwithstanding anything contained in this Section to the contrary, in any event, distributions to the Spouse Beneficiary will begin no later than the Member's required beginning date, as provided under Section 16~~, subsection 2.B.(1)~~.

* * * * *

SECTION 4: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 16, Minimum Distribution of Benefits, subsections (2)(a) and (2)(b)1., to read as follows:

* * * * *

(2)(a) *Required Beginning Date*.

1. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's required beginning date. ~~For a Member who attains age seventy and one-half (70 ½) prior to January 1, 2020, the Member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the Member attains age seventy and one-half (70 ½) or (ii) the calendar year in which the Member terminates employment with the City. For a Member who attains age seventy and one-half (70 ½) on or after January 1, 2020, the~~ The Member's required beginning date is April 1 of the calendar year following the later of (I) the calendar year in which the Member attains ~~age seventy-two (72)~~ the applicable age or (ii) the calendar year in which the Member terminates employment with the City.

2. Applicable Age.

   a. For a Member who attained age 70 ½ before December 31, 2019, the applicable age is 70 ½.

   b. For a Member who attained age 72 before January 1, 2023, the applicable age is 72.

   c. For a Member who attains age 72 after December 31, 2022, the applicable age as defined in Code Section 401(a)(9)(C)(v).

* * * * *

(2)(b) 1. If the Member's surviving spouse is the Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by a date on or before December 31 of the calendar year in which the Member would have attained ~~age seventy and one-half (70½), (or age 72 for a Member who would have attained age 70½ after December 31, 2019) if later~~ the applicable age, as the surviving spouse elects. Effective for calendar years beginning after December 31, 2023, a surviving Spouse who is the Member's sole designated Beneficiary may elect to be treated as if the surviving Spouse were the employee as provided under Code Section 401(a)(9)(B)(iv).

* * * * *

SECTION 5: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 24, Military Service Prior to Employment, subsection (6)(b), to read as follows:

* * * * *

(6)(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than ~~twenty-four (24)~~ sixty (60) months from the date of the first payment ~~and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph (c) below~~.

* * * * *

SECTION 6: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 27, Prior Fire Service, subsection (7)(b), to read as follows:

* * * * *

(7)(b) The original principal amount shall be amortized over the period beginning with the first payment and ending no later than ~~twenty-four (24)~~ sixty (60) months from the date of the first payment ~~and shall be reamortized annually to reflect changes in the interest rate provided for in subparagraph (c) below~~.

* * * * *

SECTION 7: That Part 1, Charter and Related Laws, Subpart B, Related Laws, Article III, Firefighters' Retirement System, of the Code of Ordinances of the City of Bradenton, Florida, is hereby amended by amending Section 30, Supplemental Benefit Component for Special Benefits; Chapter 175 Share Accounts, subsection (5)(b), Termination Benefit, and subsection (6), Payment of Benefits, to read as follows:

* * * * *

(5)(b) *Termination Benefit*.

1. In the event that a Member's employment as a Firefighter is terminated by reason other than retirement, death or disability, he shall be entitled to receive the value of his share account only if he is vested in accordance with Section 9. If the Member receives payment of the value of his share account balance in accordance with subsection (6), below, that Member is no longer entitled to receive a refund of his Accumulated Contributions. If the Member receives a refund of his Accumulated Contributions, he shall forfeit his share account balance.

2. Such payment shall be made as provided in subsection (6).

* * * * *

(6) *Payment of Benefits*. If a Member or DROP participant terminates employment for any reason or dies and he or his Beneficiary is otherwise entitled to receive the balance in the Member's Share Account, the Member's Share Account shall be valued by the plan's actuary on the next valuation date as provided for in subsection (3) above, following termination of employment. Payment of the calculated share account balance shall be payable as soon as administratively practicable following the valuation date, but not later than one hundred fifty (150) days following the valuation date and shall be paid in one lump sum payment. If the Member receives payment of the value of his share account balance in accordance with this subsection, the Member is no longer entitled to receive a refund of his Accumulated Contributions. If the Member receives a refund of his Accumulated Contributions, he shall forfeit his share account balance. No optional forms of payments shall be permitted.

* * * * *

SECTION 8: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

SECTION 9: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 10: If any section, subsection, sentence, clause or phrase of this ordinance, or the particular application thereof shall be held invalid by any court, administrative agency, or other body with appropriate jurisdiction, the remaining section, subsection, sentences, clauses, or phrases under application shall not be affected thereby.

SECTION 11: That this Ordinance shall become effective upon adoption.

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

ATTEST:

By: _____ _____
City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

First Reading: September 13, 2023
Advertised: September 15, 2023
Second Reading: September 27, 2023

dm/brad/fire/07-06-23.ord

Law Offices
Christiansen & Dehner, P.A.

Scott R. Christiansen

63 Sarasota Center Blvd. Suite 106
Sarasota, Florida 34240
941-377-2200
Fax 941-377-4848

H. Lee Dehner
(1952-2019)

September 7, 2023

Via E-Mail: Rob.Perry@BradentonFL.gov

Mr. Rob Perry, City Administrator
City of Bradenton
101 12th Street West
Bradenton, FL 34205

Re: Bradenton Firefighters' Retirement System - Ordinance Amending Plan

Dear Mr. Perry:

I represent the Board of Trustees of the City of Bradenton Firefighters' Retirement System. Enclosed please find an ordinance amending the City of Bradenton Firefighters' Retirement System which has been approved by the Board and is recommended for adoption by the City Council. The following changes are proposed:

1. Section 1, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.

2. Section 4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.

3. Section 7, Pre-Retirement Death, and Section 16, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.

4. Section 24, Military Service Prior to Employment and Section 27, Prior Fire Service, are both being amended to provide an increase from 24 months to 60 months, for the member to purchase credited service. These sections are also being amended to remove language regarding the annual re-amortization of payments, as the administrative expense to fulfill the requirements in the current language, as well as the actuarial cost to provide these calculations outweighs the increase or decrease to the member's payment schedule.

5. Section 30, Supplemental Benefit Component for Special Benefits; Florida Statutes Chapter 175 Share Accounts, is being amended to clarify and confirm that:

   A. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and

   B. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

I have attached a letter from the plan's actuary, Foster & Foster, Inc., indicating that there is no cost associated with the adoption of this ordinance.

If you or any member of your staff have any questions with regard to this ordinance, please feel free to give me a call. In addition, if you feel it would be appropriate for me to be present at the meeting at which this ordinance is considered by the City Council, please contact my office to advise me of the date that the ordinance would be considered.

Yours very truly,

Scott R. Christiansen

SRC/dm
Enclosure
E-copy: Doug Lozen, with enclosure
Ferrell Jenne, with enclosure

August 28, 2023

VIA EMAIL

Board of Trustees
City of Bradenton
Firefighters' Pension Board

Re: City of Bradenton Firefighters' Retirement System

Dear Board:

We have reviewed the proposed Ordinance, identified on page 5 as "dm/brad/fire/07-06-23.ord", providing for the following changes. We have determined that the adoption of the proposed changes will have no impact on the assumptions used in determining the funding requirements of the program.

1. Section 1, Definitions, is being amended to amend the definition of Salary to add necessary language to clarify the determination period for maximum annual compensation for members who leave the service of the City who have completed less than 12 months of service during a fiscal year. This change is provided for in the Internal Revenue Code and its associated Treasury Regulations.
2. Section 4, Finances and Fund Management, is being amended to provide language regarding Board discretion on seeking recovery of inadvertent overpayments from the Fund, as permitted by recently adopted Secure Act 2.0.
3. Section 7, Pre-Retirement Death, and Section 16, Minimum Distribution of Benefits, are being amended to provide for recent changes to the Internal Revenue Code in the Secure Act 2.0, changing the required distribution date from age 72 to the applicable age provided for in the IRC, as amended from time to time.
4. Section 24, Military Service Prior to Employment and Section 27, Prior Fire Service, are both being amended to provide an increase in the period for the member to purchase credited service from 24 to 60 months. These sections are also being amended to remove language regarding the annual re-amortization of payments.
5. Section 30, Supplemental Benefit Component for Special Benefits, Florida Statutes Chapter 175 Share Accounts, is being amended to clarify and confirm that:
    a. If the member receives the balance of his share account provided for in the plan, he is no longer entitled to receive a refund of his accumulated contributions; and
    b. If the member receives a refund of his accumulated contributions, he shall forfeit his share account balance.

Because the above changes do not result in an immediate change in the valuation results, it is our opinion that a formal Actuarial Impact Statement is not required in support of its adoption. However, since the Division of Retirement must be aware of the current provisions of all public pension programs, it is recommended that you send a copy of this letter and a copy of the fully executed Ordinance to each of the following offices:

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
P. O. Box 9000
Tallahassee, FL 32315-9000

Mr. Steve Bardin
Municipal Police and Fire
Pension Trust Funds
Division of Retirement
P.O. Box 3010
Tallahassee, FL 32315-3010

If you have any questions, please let me know.

Sincerely,



Sara E. Carlson, ASA, EA, MAAA

Cc via email: Scott Christiansen, Plan Attorney

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Gianna Smith, Fire

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Ordinance 4022 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 42, ARTICLE I, II, AND III RELATING TO FIRE PREVENTION AND PROTECTION; REVISING CHAPTER 42, ARTICLE I, II, AND III, TO REMOVE DUPLICATIVE LANGUAGE FROM THE FLORIDA FIRE PREVENTION CODE AND TO CLEAN UP LANGUAGE AND CODE NUMBERS TO ALLOW EASIER READING AND UNDERSTANDING OF CHAPTER 42; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is necessary during first reading. The second reading and public hearing is scheduled for October 11, 2023.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Revision to the City's Fire Code to bring current.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Attorney Rudacille reviewed ordinance.

SUGGESTED MOTION:
No action is necessary during first reading. The second reading and public hearing is scheduled for October 11, 2023.

ATTACHMENTS:
Ordinance 4022

ORDINANCE NO. 4022

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 42, ARTICLE I, II, AND III RELATING TO FIRE PREVENTION AND PROTECTION; REVISING CHAPTER 42, ARTICLE I, II, AND III, TO REMOVE DUPLICATIVE LANGUAGE FROM THE FLORIDA FIRE PREVENTION CODE AND TO CLEAN UP LANGUAGE AND CODE NUMBERS TO ALLOW EASIER READING AND UNDERSTANDING OF CHAPTER 42; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 42 of the City's Code of Ordinances governs fire prevention and protection for the City; and

WHEREAS, Chapter 633, Part II, Florida Statutes governs fire safety and prevention for the State of Florida;

WHEREAS, Chapter 633, Part II, Florida Statutes, provides uniform statewide standards for fire safety and prevention;

WHEREAS, the City has adopted the Florida Fire Prevention Code as provided for in Section 633.202, Florida Statutes;

WHEREAS, Chapter 42 of the City's Code of Ordinances contains certain information that is duplicative of the Florida Fire Prevention Code;

WHEREAS, the City finds it is in the City's best interest to remove duplicative language and otherwise clean up certain language and code numbers to allow easier reading and understanding of Chapter 42.

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.

A. Chapter 42, Fire Prevention and Protection, Article I, shall be revised as follows:

ARTICLE I. - IN GENERAL

DIVISION 1. - PREAMBLE

Sec. 42-1. - Introduction.

The purpose of this chapter is to provide the Bradenton Fire Department with rules and regulations to improve public safety by promoting the control of fire hazards; regulating the installation, use, and maintenance of fire safety equipment; regulating the use of structures, premises, and open areas; providing for the abatement of fire hazards; establishing the responsibilities and procedures for code enforcement; and setting forth the standards for compliance and achievement of these objectives.

Sec. 42-2. – Bureau of fire prevention, inspection, and investigation established.

The bureau of fire prevention, inspection, and investigation is hereby established, to be under the control of the fire chief, to assist in the performance of the responsibilities and duties placed upon the fire marshal of the Bradenton Fire Department. The fire chief shall designate a fire official as fire marshal. The fire marshal of the Bradenton Fire Department shall be responsible for the enforcement of the fire prevention code of the Bradenton Fire Department.

The bureau of fire prevention, inspection, and investigation (hereinafter referred to as the bureau) within the Bradenton Fire Department shall operate under the supervision of the fire marshal of the Bradenton Fire Department. The fire marshal shall be responsible for the direct administration and enforcement of the Bradenton Fire Department fire prevention code. The fire marshal may designate such number of fire inspectors as shall, from time to time, be authorized by the fire chief of the Bradenton Fire Department.

Sec. 42-3. - Duties and responsibilities.

It shall be the duty of the fire marshal and their designees to enforce all rules and regulations of the Bradenton Fire Department.

(a) These duties shall consist of, but not be limited to, the following:

1. The prevention of fires;

2. The storage and use of explosives and flammables;

3. The installation and maintenance of automatic and other fire alarm systems, and fire extinguishing equipment;

4. The maintenance and regulation of fire escapes;

5. The means and adequacy of exits, in case of fire, from buildings and all other places in which numbers of persons work, live, or congregate from time to time for any purpose;

6. The investigation of the cause, origin, and circumstances of fires;

7. The maintenance of fire cause and loss records.

(b) It shall be the duty of the fire marshal of the Bradenton Fire Department to investigate and recommend to the fire chief, such additional rules and regulations or amendments to existing rules and regulations as they may deem necessary for safeguarding life and property against fire.

(c) The fire marshal shall prepare instructions for their assistants and forms for their use in the reports required by these rules and regulations.

(d) The fire marshal shall inspect, or cause to be inspected, all premises on a periodic basis, and shall make such orders as may be necessary for the enforcement of the laws and rules and regulations governing the same and for safeguarding of life and property from fire.

(e) The fire marshal and their designees shall have such other powers and perform such other duties as are set forth in other sections of this code, and as may be conferred and imposed from time to time by law.

Secs. 42-4 - 42-9. - Reserved.

B. Chapter 42, Fire Prevention and Protection, Article II, shall be revised as follows:

DIVISION 2. - GENERAL PROVISIONS

Sec. 42-10. - Title.

The title of this code shall be the fire prevention code of the Bradenton Fire Department, hereinafter referred to as the "code." One or more copies shall be on file in the administrative office of the Bradenton Fire Department, located at 1010 9th Avenue West, Bradenton, Florida 34205, and shall be kept available for public use, inspection, and examination.

Sec. 42-11. - Definitions.

For the purpose of this code, the following definitions shall apply unless the context clearly indicates or requires a different meaning. The below-listed definitions are in addition to the definitions found in the current edition of the Florida Fire Prevention Code (FFPC):

Authority having jurisdiction (A.H.J.). The Bradenton Fire Department through the fire chief or ~~his~~ designated state certified inspector. For the purpose of this code, the terms “fire marshal” and “authority having jurisdiction” are interchangeable.

Building code. The Florida Building Code as identified in F.S. Ch. 553.73.

NFPA or *NFIPA.* The National Fire Protection Association as referenced in the Standard Building Code. NFPA or NFIPA Standard No. (_____) or Code No. (_____) shall mean the referenced code or standard as compiled and published by the National Fire Protection Association.

National Fire Code. The compilation of the National Fire Protection Association codes, standards, recommended practices, and manuals, published by the National Fire Protection Association and as adopted by the Bradenton Fire Department.

Path of egress. As delineated by the life safety plan and/or as determined by the A.H.J.

Story. That portion of a building included between the upper surface of a floor and the upper surface of the floor or roof next above. A parking area beneath a building is considered a story.

Substantially altered. A structural alteration increasing the square footage of an existing building by 50 percent or more, or increasing the square footage of an existing building such that the square footage of the entire building exceeds the table limits of Table 1 shall be considered a substantial alteration.

Sec. 42-12. - Recognition of Florida Fire Prevention Code.

This code recognizes the Florida Fire Prevention Code as adopted by the state pursuant to F.S. § 633.202. The same are hereby adopted and incorporated, as fully as if set out at length, herein. Not less than one copy of the adopted issue of NFPA 1, Fire Prevention Code of the National Fire Protection Association, and the adopted standards and codes of the National Fire Codes shall be filed in the office of the Bradenton Fire Department and the

provisions thereof shall be controlling within the limits of that department. Whenever the Florida Fire Prevention Code as referenced herein and this fire prevention code address an identical issue, the more stringent fire protection provision shall apply.

Sec. 42-13. - Recognition of building code.

This code recognizes and incorporates, as fully as if set out herein, the Florida Building Code as identified in section 42-11. Whenever the Florida Building Code is referenced herein, and this fire prevention code addresses an identical issue, the more stringent fire protection provision shall apply.

Sec. 42-14. - Application.

(a) The provisions of this code shall apply to all buildings, structures, vehicles, marine vessels, premises, and conditions within this jurisdiction. The provisions of this code shall apply equally to existing as well as new buildings (unless specifically noted in this code). Structures, vehicles, marine vessels, premises, and conditions not in strict compliance with this code may be permitted to continue unless, in the opinion of the fire marshal, they constitute a distinct fire hazard to life or property.

(b) The provisions of this code do not apply to one- or two-family dwellings in the normal use or maintenance thereof, except that this code shall apply whenever the activity or use of such dwelling creates a distinct fire hazard to life or property, or is referenced by the uniform standards as referenced in F.S. Ch. 633.

(c) The provisions of this code do not apply to those buildings or structures specifically under the uniform standards of the state, as set forth in F.S. Ch. 633, except as provided therein.

(d) The provisions of this code shall be complied with whenever a building is built, or a building or occupancy is considered to be substantially altered. Compliance with this code may be required when a new owner, renter, or lesser assumes control of a building, unit, or business, or if there is a change in the occupancy classification. Only those requirements whose application would be clearly impractical in the judgment of the authority having jurisdiction shall be modified.

(e) Existing buildings that are occupied at the time of adoption of the code may be continued in use provided:

(1) The occupancy remains the same and,

(2) No serious life safety hazard exists that would constitute an imminent threat and,

(3) The building was not previously under review for code compliance.

(f) The provisions of this code, as far as they are substantially the same as existing provisions of law relating to the same subject matter, shall be construed as restatements and continuations thereof and not as new enactment.

(g) The adoption of this code or the repeal of any other existing provision of law, including regulations or orders, shall not be construed to alter any time limit which may have been imposed by any existing law, regulation, or order of the fire marshal or other authority relating to compliance with such limits.

(h) If any provision of this code is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of this code.

Secs. 42-15 - 42-24. - Reserved.

C. Chapter 42, Fire Prevention and Protection, Article III, shall be revised as follows:

ARTICLE III. - FIRE PREVENTION REGULATIONS

Sec. 42-40. - Reserved.

Sec. 42-41. - Reserved.

Sec. 42-42. - Unnecessary/false alarms; service fees.

The purpose of this section shall be to regulate and control the malfunctioning, negligence, or unintentional act resulting in the unnecessary response of emergency vehicles. In the case of unnecessary/false alarms, the authority having jurisdiction shall cause an investigation to be made and keep a record of the number of unnecessary/false alarms on file.

For the purpose of this article, the definition of “12-month period” shall mean the 12 months of the fiscal year (October 1 through September 30).

(a) Persons owning, managing, or otherwise being in charge of the premises shall be responsible for regulating and controlling the use and maintenance

of an automatic fire alarm system for those premises. The transmission of an excessive number of unnecessary/false alarms, as defined herein as the result of malfunctions, negligence, or unintentional acts resulting in the unnecessary response of emergency vehicles, shall constitute a violation of this chapter. The owner, manager, or person in charge shall, after the performance of an investigation by the authority having jurisdiction as to the causes for each such unnecessary/false alarm, be responsible for such violation and may be assessed a service fee pursuant to paragraph (b) of this section. An excessive number of unnecessary/false alarms for any premises within the department is defined as four or more such unnecessary/false alarms within any given 12-month period.

(b) For the first through third unnecessary/false alarm, inclusive, as set forth in this section, occurring in any given 12-month period, a warning shall be issued in writing; for the fourth and fifth unnecessary/false alarms in the same 12-month period, a fee per Resolution 21-82 shall be assessed; and for the sixth and seventh unnecessary/false alarms in the same 12-month period, a fee per Resolution 21-82 shall be assessed. All unnecessary/false alarms in excess of seven in one 12-month period shall be assessed a fee per Resolution 21-82 for each alarm.

(c) In the event an unnecessary/false alarm is the result of a fire system service company, contractor, or fire alarm monitoring company failing to place a system in the test mode or otherwise ensure the prevention of the dispatch of all fire alarm signals during maintenance, testing, or for any other reason, the contractor, servicing or monitoring company may be assessed a fine of not less than $100.00 per occurrence.

(d) Failure of the owner, manager, or person in charge of the premises to respond to an unnecessary/false alarm within 60 minutes from the time of notification shall result in the assessment of a service fee as provided in the adopted fee schedule.

Sec. 42-43. - Required access for fire apparatus.

(a) *Traffic-calming devices.* New speed bumps, when installed, must comply with the following criteria:

(1) Approved speed bumps shall have minimum 24-inch-long base with sloping falls, cresting at four-inch maximum height;

(2) The location of such speed bumps shall be approved by the A.H.J.;

(3) Where the installation of speed bumps is determined by the authority having jurisdiction to impede or inhibit the response of emergency vehicles or the safety of emergency personnel or patients, such speed bumps shall be removed by the owner. Existing speed bumps may be modified to meet safety requirements as approved by the authority having jurisdiction.

(b) [*Turn-arounds.*] Installed per Florida Fire Prevention Code and City of Bradenton Land Use Regulations.

(c) Automatic gates shall meet the requirements of Manatee County Ordinance 19-15 Emergency Access Gates and this Chapter.

(1) When in the fully opened position, gates shall allow not less than 15 feet horizontal clear space, including the roadway surface, as measured from inside curb to inside curb. A vertical clear space of not less than 13 feet six inches shall also be required.

(2) Each system shall have as a minimum for operation:

a. Remote access through the use of electronic openers. These openers shall be set to the current frequency and code for use by fire departments as well as the Manatee County Department of Public Safety. This frequency and code shall be separate from, and in addition to, any frequency and code intended for use by occupants. The remote-control unit shall cause the gate to begin opening operations when activated no less than ten feet from the outermost edge of the gate.

b. In the event of power outages, a battery backup system shall cause the gate(s) to be open on the entry side of the complex to allow for emergency access (see item 2 above). The gate(s) shall remain in the fully opened position until power is restored.

c. A Knox key control switch is recommended to be mounted on a pole at the far right (resident) lane to ensure fire department access is not hindered due to malfunction of the gate.

(3) If the gate is to be used for emergency access only, signage shall be installed on both the interior and exterior of the gate, indicating the gate is to be used for emergency access only and prohibiting parking.

(4) In the event the gate becomes nonoperational, the gate(s) shall be secured in the fully opened position, until such time as the minimum requirements as outlined above have been restored to a fully operational condition.

(5) Where any vehicle access gate is installed which is expressly for emergency access, the gate shall be set back from the roadway a distance sufficient to allow emergency vehicles using the gate to be fully off the roadway while opening a manual gate or allowing the automatic gate to open.

(6) No automatic gate or cross-arm bars used for entry control shall be placed into service until such time as the operating features have been inspected, tested, and approved.

(7) Gate contractor shall provide two programmed gate remotes to the fire inspector at the time of final inspection.

Cross reference(s)—Penalty, § 42-57.

Sec. 42-44. - Key box system.

(a) When a structure is equipped with a fire alarm system, sprinkler, ~~or~~ standpipe system, or when required by an AHJ, an approved key box shall be required. The tumbler shall match the fire department key. The location of the key box shall be approved by the bureau. Keys shall be provided to gain access to fire alarm panels, electrical rooms, sprinkler rooms, and any other areas to which this department may require access. Where required, keys and locks shall be “mastered.” Applications for the key box may be obtained from the manufacturer’s website.

(b) Installation height of the key box shall be a maximum of six feet above finished grade or as approved by the authority having jurisdiction.

Cross reference(s)—Penalty, § 42-57.

Sec. 42-45. - Storage/Use of Propane, Heating, and Cooking Appliances.

(a) No person shall place or maintain gas or propane cylinders on porches, breezeways, balconies, or attached garages in multi-unit or multi-story buildings.

(b) No person shall store or use any charcoal, gas, or wood-fired heaters, grills, barbecues, or smokers on porches, balconies, or breezeways of any multi-unit or multi-story buildings.

(c) No person shall store or use any heat-producing device or appliance which is determined by the AHJ to be unsafe due to its application or use.

Cross reference(s)—Penalty, § 42-57.

Sec. 42-46. - Reserved.

Sec. 42-47. - Reserved.

Sec. 42-48. - Reserved.

Sec. 42-49. - Fire alarm system requirements.

Approved fire alarm systems shall be installed in buildings as required by Table 1 and as follows:

(1) Basements or cellars with ceilings less than 54 inches above grade or having floor areas exceeding 2,500 square feet or when used as lounges or nightclubs, regardless of size.

(2) Fire alarm control panels, or a required remote annunciator, shall be installed within six feet of the primary entrance.

(3) Horn/strobe lights shall be installed on the exterior of each building for which a fire alarm system is required, so as to be easily seen from the street, and its location approved by the fire marshal. The light shall be either red or white in color.

(4) Outside stem and yoke (OS&Y) valves on fire line backflow preventers shall be equipped with tamper switches and secured through the use of chain(s) and lock(s).

Sec. 42-50. - Fire sprinkler systems requirements.

(a) Approved fire sprinkler systems shall be installed in buildings as required by Table 1 and as follows: Basements or cellars with ceilings less than 54 inches above grade or having floor areas exceeding 2,500 square feet or when used as lounges or nightclubs, regardless of size.

(b) Electric fire pumps that are required to ensure adequate flow and pressure in the sprinkler system shall be connected to an emergency power system in accordance with NFPA 70.

(c) All sprinkler system installations shall be approved by the fire marshal of the Bradenton Fire Department, and all sprinkler system connections to the public water distribution facilities shall be approved by the city public works department.

(d) All fire department connections shall be located on the private property side of the fire line backflow preventer unless a specific exception is issued in writing by the fire marshal. Such connection should be attached directly to the backflow preventer and with a five-inch Storz.

(e) Hydrant location with respect to the fire department connection: A fire hydrant shall be located not more than 50 feet from the fire department connection as measured by normal route of travel or otherwise approved by the AHJ.

(f) The requirements of the current edition of NFPA 25 and Florida Administrative Code (FAC) shall apply to fire sprinkler impairments.

(g) The AHJ shall be notified by the building/property owner, occupant, the impairment coordinator, or the licensed contractor conducting the work that will cause the scheduled impairment, no less than three business days prior to the scheduled impairment. This will allow the building owner, agent, contractor, or other responsible parties to notify the AHJ of all arrangements to ensure life safety is upheld.

Table 1

Occupancy Classification	Fire Alarm and Fire Sprinkler Systems Required under the Following Conditions:	Initiation of Fire Alarm Systems Required as Follows:	Annunciation and Monitoring of Fire Alarm Systems
Assembly	5,000 square feet or more or two	Manual pull stations at required	As outlined in NFPA 101

	stories or more as outlined in the FFPC (currently adopted edition)	exits and not to exceed 200-foot travel distance; flow switch and/or suppression systems	(currently adopted edition)
Educational	Two stories or more as outlined in the FFPC (currently adopted edition)	As outlined in NFPA 101 (currently adopted edition)	As outlined in NFPA 101 (currently adopted edition)
Residential	As outlined in the FFPC (currently adopted edition)	Manual pull stations; at required exits; flow switch; or as required by AHJ, except where exempted in F.S. 633.202	As outlined in NFPA 101 (currently adopted edition)
Mercantile	10,000 square feet or more or two stories or more or as outlined in the FFPC (currently adopted edition)	Manual pull stations at required exits; flow switch; area type smoke detection in all spaces where commodity may be stored over 12 feet above finish floor level, as determined by the AHJ	As outlined in NFPA 101 (currently adopted edition)
Business	15,000 square feet or more or two stories and 10,000 square feet or more or as outlined in the FFPC (currently adopted edition)	Manual pull stations at required exits; flow switch	As outlined in NFPA 101 (currently adopted edition)
Industrial	10,000 square feet or more or two stories or more or as outlined in the	Manual pull stations at required exits; flow switch	As outlined in NFPA 101 (currently adopted edition)

	FFPC (currently adopted edition)		
Storage	10,000 square feet or more or two stories or more, or as outlined in the FFPC (currently adopted edition)	Manual pull stations at required exits; flow switch	As outlined in NFPA 101 (currently adopted edition)
High Hazard/Special	All buildings regardless of size	As required by the authority having jurisdiction	As required by the authority having jurisdiction

Section 903 of the Florida Building Code may also apply.

Sec. 42-51. - Alternate Fire Extinguisher Placement.

(a) This alternative to fire extinguisher placement shall apply to multi-story residential buildings only.

(b) Where, in the opinion of the AHJ, it is difficult or impractical to have fire extinguishers inside each residential unit inspected and tagged annually, as required by FFPC and then verified by the department, the AHJ may require that the fire extinguisher be installed on the exterior of the structure.

(c) All other requirements of NFPA 10 shall be maintained.

Sec. 42-52. - Change of Use/Occupancy.

(a) The department shall only conduct its inspection when there is a change of use/occupancy after the City of Bradenton Planning and Community Development has already inspected the premises to ensure the structure(s) is/are properly zoned and in compliance with the applicable building codes.

Sec. 42-53. - Cease and desist order or stop work order.

(a) Whenever the violation of any provision of this code presents an immediate danger to life, safety, or property, or when any new construction or existing building is occupied in whole or in part in violation of the provisions of this code, or when any fire, explosion, or other such disaster occurs and presents an immediate danger to life, or property, the authority having jurisdiction shall immediately post a cease and desist order or a stop work order on the premises, and shall suspend any and/or all use of the building, marine vessel, structure, or premises until such time that the danger to life

or property has been removed or correction of the violation(s) has/have been made.

(b) If it is determined by the authority having jurisdiction that a violation specified in this subsection exists, the authority having jurisdiction or their designee, may issue and deliver to the person committing the violation, an order to cease and desist from such violation, to correct any hazardous condition, to preclude occupancy of the affected building or structure, or to vacate the premises of the affected building or structure. Such violations are:

(1) Except as set forth in paragraph (2), a violation of any provision of this section, of any rule adopted pursuant thereto, of any applicable uniform fire safety standard adopted pursuant to F.S. §633.206 which is not adequately addressed by an alternative requirement adopted on a local level.

(2) A substantial violation of an applicable minimum fire safety standard adopted pursuant to F.S. §633.206 which is not reasonably addressed by any alternative requirement imposed at the local level, or an unreasonable interpretation of an applicable minimum fire safety standard, and which violation or interpretation clearly constitutes a danger to life safety.

(3) A building or structure that is in a dilapidated condition and, as a result thereof, creates a danger to life, safety, or property.

(4) A building or structure, containing explosive matter or flammable liquids or gases, constituting a danger to life, safety, or property.

(c) If, while conducting a fire safety inspection authorized by F.S. Chapter 633, it is determined that a violation described in this section exists which poses an immediate danger to the public health, safety, or welfare, the authority having jurisdiction may issue an order to vacate the building in question, which order shall be immediately effective and shall be an immediate final order. With respect to a facility under the jurisdiction of a department school board or community college board of trustees, the order to vacate shall be issued jointly by the department superintendent or college president and the authority having jurisdiction.

The authority having jurisdiction may seek an injunction in the Circuit Court of Manatee County to enforce an order issued pursuant to this subsection.

Cross-reference – Penalty, § 42-57,Sec. 42-54. - Board of appeals.

Whenever any person, firm, or corporation is of the opinion they have been aggrieved, pursuant Chapter 69A-60, Florida Fire Prevention, they may seek relief from such decision(s) as interpreted by the fire marshal to the city's construction code board of rules and appeals.

Sec. 42-55. - Mobile Food Dispensing Vehicles.

Mobile and/or temporary cooking operations shall be inspected prior to operation at each event/location with the City.

(a) Cooking equipment used in mobile and/or temporary cooking concessions, such as trucks, trailers, and/or buses, shall comply with NFPA 10, NFP 96, FFPC, and FAC 61C.

(b) Each vendor shall be properly licensed by the Florida Department of Business and Professional Regulation (DBPR), Division of Hotels and Restaurants, and/or Florida Department of Agriculture, Division of Food Safety.

Sec. 42-56. - Reserved.

Sec. 42-57. - Penalty.

(a) Any person who shall violate any of the provisions of this code or the national fire codes as adopted by the Bradenton Fire Department, for which another penalty is not provided, or shall fail to comply therewith; or shall violate or fail to comply with any order made thereunder; or shall build in violation of any details, statement, specifications, or plans submitted or approved thereunder; or shall operate not in accordance with the provisions of any certificate, permit, or approval issued there under, and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified by the authority having jurisdiction or by a court of competent jurisdiction within the time fixed herein shall, severally for each and every violation and noncompliance, respectively, be punished by a fine as set by the city code enforcement board of not more than $250.00 a day with each day of the violation constituting a separate offense.

(b) The imposition of a penalty for any violation shall not excuse the violation, nor shall the violation be permitted to continue. All persons shall be required to correct or remedy the violations or defects within a reasonable time and, when not otherwise specified, the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions.

Sec. 42-58. - Previous rules, regulations, and codes repealed.

All formal rules and regulations or parts thereof, conflicting or inconsistent with the provisions of these rules and regulations or of the code hereby adopted, are hereby repealed.

Section 3. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 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 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 as provided by law.

FIRST READING	September 27, 2023
PUBLICATION DATE	September 29, 2023
SECOND READING	October 11, 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

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: September 27, 2023

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: RESOLUTION NUMBER 23-80
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING AN AMENDED FUNCTIONAL ORGANIZATION CHART; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Resolution 23-80 will memorialize the realignment of City Administration, specifically revising the Assistant City Administrator's title to Chief Operating Officer and adding a Public Information Specialist position.

FINANCIAL IMPACT:
Funding for the positions were included in the FY2023-24 budget.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 23-80.

ATTACHMENTS:

Resolution 23-80

CITY OF BRADENTON

RESOLUTION NUMBER 23-80

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING AN AMENDED FUNCTIONAL ORGANIZATION CHART; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to address a change in staffing needs within city departments; and

WHEREAS, a new functional organization chart (with the exception of the Police Department) has been proposed; and

WHEREAS, said conceptual organization chart addresses the reorganization needs that currently exist within the administrative support functions of the city.

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

1. The City Council of the City of Bradenton hereby adopts the functional organization chart as proposed and attached hereto.
2. This resolution shall repeal and replace all prior resolutions in conflict herewith.
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 27TH DAY OF SEPTEMBER, 2023.

ATTEST:

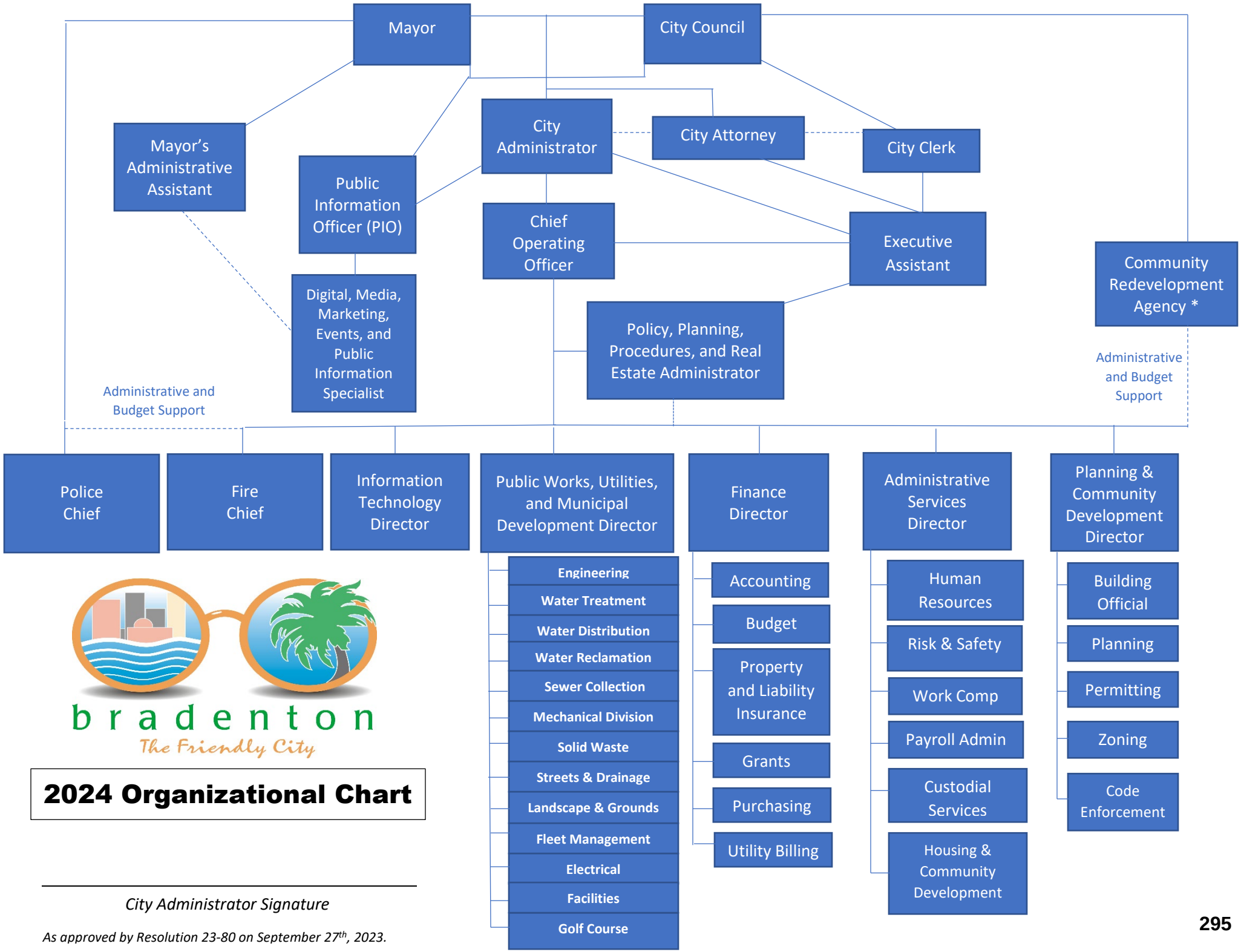
_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

3995043v1



bradenton
The Friendly City

2024 Organizational Chart

City Administrator Signature

As approved by Resolution 23-80 on September 27th, 2023.

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First Extension of The Agreement for R Grade Anhydrous Ammonia

This FIRST EXTENSION of the Agreement for R Grade Anhydrous Ammonia (the "Extension"), is made this 13th day of September 2023, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and Airgas Specialty Products, Inc., a foreign for profit corporation (hereafter referred to as "Contractor), with a principal office located at 2530 Sever Road, Suite 300, Lawrenceville, Georgia 30043.

WITNESSETH:

WHEREAS, the City and Contractor entered into an Agreement for R Grade Anhydrous Ammonia (the "Agreement") on September 16, 2022, whereby Contractor was to provide the City with all necessary labor, materials, equipment, tools, consumables, transportation and incidentals to supply the City with R Grade Anhydrous Ammonia;

WHEREAS, the Agreement with the City provided for a one-year term, through September 16, 2023;

WHEREAS, the Agreement allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties desire to extend the term of the Agreement for an additional one-year period to October 12, 2024;

WHEREAS, the City and the Contractor desire to make certain amendments to the Agreement as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendment to the Agreement**. The following provisions are hereby added to the Agreement as follows, and such additional terms shall prevail over conflicting provisions of the Agreement:
   a. Article 3: Term. The Agreement is hereby extended an additional one-year term, and the Agreement shall now expire on October 12, 2024.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Agreement, and the rights and obligations of the City

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and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 13th day of September, 2023.

David Richardson
David Richardson, as
VP of Sales Airgas Specialty Products

8/23/2023
Date

Gene Brown
Mayor, City of Bradenton

Date