AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, December 18, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 24-70 - Affordable Housing Advisory Committee (AHAC) Report on SHIP Affordable Housing Incentives Strategies
Resolution 24-70 and Report

b) Administrative Services: Resolution 24-71 - Hurricane Loss Mitigation Program Funds Agreement
Resolution 24-71
Recipient Agreement and Checklist

c) City Administration: Interlocal Agreement (ILA) between Manatee County and the City of Bradenton for the LECOM/City Park/PAL Project
ILA regarding the LECOM/City Park/PAL Project

d) City Administration: Resolution Number 24-105 - Affordable Housing Surplus Property Revised Inventory List
Resolution 24-105

e) City Administration: Surplus Property Bid for 2104 12th Avenue West
Surplus Property Bid for 2104 12th Avenue West

f) Clerk: Minutes from the July 24, 2024 City Council Budget Workshop
7-24-2024 City Council Budget Workshop Minutes

g) Clerk: Minutes from the August 28, 2024 City Council Budget Workshop
8-28-2024 City Council Budget Workshop Minutes
h) Clerk: Minutes from the September 25, 2024 City Council Meeting
9-25-2024 City Council Meeting Minutes
i) Community Redevelopment Agency: Designation of LECOM Park as a Historically Relevant Site
LECOM Park Historic Research
LECOM Park Legal Description
j) Event Review Committee: De Soto River Regatta Fundraiser
De Soto River Regatta Fundraiser Application and Site Plan
k) Event Review Committee: Dream Spring Fling
Dream Spring Fling Application and Site Plan
l) Event Review Committee: Founders Cup Block Party
Founders Cup Block Party Application and Site Plan
m) Event Review Committee: Pittsburgh Pirates Block Party
Pittsburgh Pirates Block Party Application and Site Plan
n) Event Review Committee: Woodland Community Church Movie Night
Woodland Community Church Movie Night Application and Site Plan
o) Legal: Resolution 24-110 - 509 9th Avenue West
Resolution 24-110
p) Legislative: Resolution 24-94 - Police Pension Board Appointment
Resolution 24-94
q) Legislative: Resolution 24-104 - Affordable Housing Advisory Committee Appointment
Resolution 24-104
r) Legislative: Resolution 24-106 - Bradenton Housing Authority Appointment
Resolution 24-106 and Resume
s) Legislative: Resolution 24-107 - Fire Pension Board Reappointment
Resolution 24-107
t) Legislative: Resolution 24-108 - Fire Pension Board Reappointment
Resolution Number 24-108
u) Legislative: Resolution 24-109 - Fire Pension Board Reappointment
Resolution 24-109
v) Legislative: Resolution 24-111 - Affordable Housing Advisory Committee Appointment
Resolution 24-111
w) Police: Drone Replacement Program Financial Assistance Agreement
Drone Replacement Program Financial Assistance Agreement
x) Police: Forfeiture Funds Expense Request
Forfeiture Funds Expense Memorandum
y) Police: Online Sting Operations Grant Program
Online Sting Operations Grant Program
z) Police: Second Amendment to Agreement Between the City of Bradenton and Axon Enterprise, Inc.
Second Amendment to Agreement with Axon Enterprise, Inc.

aa) Public Works & Utilities: Amendment 1 to Agreement 23FRP47 for LS03 Expansion and LS13 Demolition
Amendment 1 to Agreement 23FRP47 for LS03 Expansion and LS13 Demolition

ab) Public Works & Utilities: Amendment 1 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan
Amendment 1 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan

ac) Public Works & Utilities: Amendment 2 to Agreement 22FRP04 for Eastside Drainage Improvements
Amendment 2 to Agreement 22FRP04 for Eastside Drainage Improvements

ad) Public Works & Utilities: Change Order No. 002 - LECOM Visitor's Clubhouse Renovation
Change Order No. 002

ae) Public Works & Utilities: Lift Station 14 Improvements
Proposal from Bearing Point Construction, LLC

af) Public Works & Utilities: Manatee Heights Sidewalk Replacement
Construction Drawings
Gator Graving & Paving Proposal

ag) Public Works & Utilities: Milling and Resurfacing Projects
Gator Grading & Paving Proposal for VOTA
VOTA Milling and Resurfacing Map
Gator Grading & Paving Proposal for North of Manatee Avenue
North of Manatee Avenue Map
Gator Grading & Paving Proposal for Singletary Subdivision
Singletary Subdivision Milling and Resurfacing Map

ah) Public Works & Utilities: Proposal with Jacobs Engineering Group to assist the City with renewing the Domestic Wastewater Treatment Facility (WTF) Permit
Work Assignment Cover Page
Direct Select Form

ai) Public Works & Utilities: Resolution 24-112 - Local Agency Program Agreement for Manatee Elementary Sidewalk Project
Resolution 24-112
Local Agency Program Agreement for Manatee Elementary Sidewalk Project

aj) Public Works & Utilities: Resolution 24-113 - Local Agency Program Agreement for Southern Parkway
Resolution 24-113
Local Agency Program Agreement for Southern Parkway

ak) Public Works & Utilities: Village Green Storm Pipe Lining
Inliner Solutions Proposal
Map

al) Public Works & Utilities: Water Reclamation Facility (WRF) Master Plan Work Assignment

Scope of Work from Jacobs
Direct Select Form
Work Assignment Cover Sheet

am) Purchasing: Agreement between City of Bradenton and Forerunner Industries. Inc.
Master Services Agreement and Statement of Work

an) Purchasing: Contract for RFP-24-028MK with Alternative Claims Management, LLC
Contract for Subrogation Recovery Services with Alternative Claims Management, LLC

ao) Purchasing: First Contract Extension of PB-22-044NT with Galls, LLC
PB-22-044NT with Galls, LLC

ap) Purchasing: Recommendation for Award for RFQ-24-026EJ Public Works Master Planning Services
Notice of Recommended Award (NORA)

aq) Purchasing: Recommendation for Award for RFQ-24-027EJ Architectural and Engineering Services for LECOM Park
Notice of Recommended Award (NORA)

ar) Purchasing: Second Contract Extension of PB-23-008MK with Air Mechanical & Service Corp
Second Contract Extension of PB-23-008MK with Air Mechanical & Service Corp

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

ADMINISTRATION OF THE OATH
Anyone wishing to address City Council during the following public hearing will please stand and raise your right hand: "Do you swear or affirm that the factual statements and representations which you are about to present to this board will be truthful and accurate?"

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 24-101 - PUBLIC HEARING
Resolution 24-101
Staff Report
Application

b) City Administration: Affordable Housing Surplus Property Proposal Review - PUBLIC HEARING

c) Planning & Community Development: ORDINANCE 4050 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" TO MODIFY QUORUM REQUIREMENTS AND SECTION 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES." TO AMEND THE FUNCTIONS AND DUTIES OF THE TREE AND LAND PRESERVATION BOARD; AMENDING CHAPTER 4.0 GENERAL REGULATIONS SECTION 4.1.3.5 "SIDEWALKS" TO MODIFY RIGHT-OF-WAY LANDSCAPING REQUIREMENTS AND ADD A TREE SPECIES MATRIX; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4050
Staff Report
Zoning Text Amendment Application

d) Planning & Community Development: ORDINANCE 4051 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND
STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4051
Application - Request to Vacate
Staff Report
Presentation

e) Clerk: ORDINANCE 4055 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, REPEALING CHAPTER 30, SECTION 30-12 OF THE CODE OF ORDINANCES, RELATING TO INSPECTION OF CERTIFICATIONS AND RETURNS BY THE CITY COUNCIL AND DECLARATION OF ELECTION RESULTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4055
Business Impact Estimate for Ordinance 4055

f) Legal: ORDINANCE 4056 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-12 OF THE CITY'S CODE OF ORDINANCES RELATING TO UNLAWFUL LODGING OUT-OF-DOORS; REVISING DEFINITIONS; AMENDING PROCEDURES FOR RELOCATION AND ENFORCEMENT; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4056

g) Legal: ORDINANCE 4057 - FIRST READING
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 26, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4057
Actuarial Impact Statement

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

a) Event Review Committee: De Soto Heritage Festival Grand Parade
De Soto Grand Parade Application and Site Plan

b) Event Review Committee: De Soto Heritage Festival Grand Parade Block Party
Desoto Grand Parade Block Party Application and Site Plan

c) City Administration: Vacation Payout Options

d) City Administration: Emergency Procurement Report

e) City Administration: Conveyance of "Avenue of the Arts Property" located at 3rd Avenue West - Art Centre Manatee/Mixed Use/Multi-Family Project to Manatee Land Investors, LLC
REC Analysis
Proposed Site Plan
Conservatory Rendering
Art Center Rendering

f) City Administration: Collective Bargaining Agreement with the Florida Police Benevolent Association (Lieutenants)
PBA Contract (Lieutenants) 2023-2026
PBA Proposal for Article 34

g) City Administration: Collective Bargaining Agreement with the Florida Police Benevolent Association (Officers, Detectives, and Sergeants)
PBA Contract (Officers, Detectives, and Sergeants) 2023-2026

PBA Proposal for Article 36

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 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. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-70 - Affordable Housing Advisory Committee (AHAC) Report on SHIP Affordable Housing Incentives Strategies

SUGGESTED ACTION: Adopt the AHAC's report on the City's affordable housing incentives.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Incentive Report required a public hearing that was held on November 21, 2024, at the AHAC meeting for the month of November. This report is reviewed and submitted to Florida Housing Finance Corporation annually. This year's due date is December 31, 2024.

FINANCIAL IMPACT:
Some incentives, such as waiver of impact fees (except for school impact fees) could have an effect on funding available for infrastructure (no changes from last year).

ATTORNEY REVIEW/RECOMMENDATION:
The resolution and report were reviewed by the City Attorney's office.

SUGGESTED MOTION:
Motion to approve Resolution 24-70 and submittal of the report to the Florida Housing Finance Corporation by December 31, 2024.

ATTACHMENTS:

Resolution 24-70 and Report

CITY OF BRADENTON

RESOLUTION NUMBER 24-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE CITY'S AFFORDABLE HOUSING ADVISORY COMMITTEE'S REPORT AND RECOMMENDATIONS REGARDING THE CITY'S AFFORDABLE HOUSING INCENTIVE STRATEGIES FOR TRANSMITTAL TO THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CITY COUNCIL TO ADOPT WITHIN NINETY DAYS AN AMENDMENT TO THE CITY'S LOCAL HOUSING ASSISTANCE PLAN TO INCORPORATE ANY OF THE LOCAL HOUSING INCENTIVE STRATEGIES FROM THE REPORT AND RECOMMENDATIONS TO BE IMPLEMENTED WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to facilitate the construction of affordable housing in the city by offering incentives for its construction; and

WHEREAS, the William E. Sadowski Affordable Housing and Rule 67-37 require these incentive strategies to be reviewed by the City's Affordable Housing Advisory Committee (the "Committee") and the results of this review and any recommendations for change to be adopted by the Committee at a public hearing; and

WHEREAS, the Committee held a public hearing on November 21, 2024 in order to gather public input prior to adoption of the report and recommendation (the "Report"); and

WHEREAS, a majority of the Committee adopted the Report at the November 21, 2024 public hearing; and

WHEREAS, the City of Bradenton desires to approve the Report for transmittal to the Florida Housing Finance Corporation; and

WHEREAS, pursuant to Section 420.9076(6), Florida Statutes, City Council shall have ninety (90) days from the date of this Resolution, to adopt an amendment to its local housing assistance plan to incorporate any of the local housing incentive strategies from the Report it will implement within the City.

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

1. The City of Bradenton hereby approves the Report, attached hereto and incorporated herein as Exhibit "A," for the transmittal to the Florida Housing Finance Corporation;

2. The Mayor is authorized to execute this Resolution approving the Report for transmittal to the Florida Housing Finance Corporation;

3. Within ninety (90) days, City Council shall adopt an amendment to its local housing assistance plan to incorporate any of the local housing incentive strategies from the Report it will implement within the City; and

4. 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 18th DAY OF DECEMBER, 2024

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Affordable Housing Advisory Committee
Report to City Council
SHIP Affordable Housing Incentive Strategies

December 18, 2024

PREPARED BY
CITY OF BRADENTON

SUBMITTED TO
FLORIDA HOUSING FINANCE CORPORATION

BACKGROUND

As a recipient of State Housing Initiative Partnership funds, the City established an affordable housing advisory committee in 2021 as required by the Florida Statute section 420.9076. The Affordable Housing Advisory Committee (AHAC) is responsible for reviewing policies, land development regulations, the Comprehensive Plan Policy, and other aspects of the City's policies and procedures that affect the cost of housing. In addition, the AHAC is responsible for making recommendations to encourage affordable housing. Further, the AHAC is specifically directed by the SHIP Statute to consider and evaluate the implementation of the incentives set out at Florida Statues, Sec. 420.9076 (4)(a)-(k). Based on the AHAC evaluation, it may recommend to local government that it make modifications of, exceptions to, or creation of new plans, policies, procedures, and other governing vehicles which would encourage production of affordable housing.

The AHAC is required to submit an incentive report every year. The report includes recommendations by the committee as well as comments on the implementation of incentives for at least the following eleven distinct areas:

- The processing of approvals of development orders or permit, as defined in s.163.3164(7) and (8), for affordable housing projects is expedited to a greater degree than other projects.
- The modification of impact-fee requirements, including reduction or waiver of fees and alternative methods of fee payment for affordable house.
- The allowance of flexibility in densities for affordable housing.
- The reservation of infrastructure capacity for housing for very low-income persons, low-income persons, and moderate-income persons.
- The allowance of affordable accessory residential units in residential zoning districts.
- The reduction of parking and setback requirements for affordable housing.
- The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing.
- The modification of street requirements for affordable housing.

- The establishment of a process by which a local government considers, before adoption, policies, procedures, ordinances, regulations, or plan provisions that increase the cost of housing.
- The preparation of a printed inventory of locally owned public lands suitable for affordable housing.
- The support of development near transportation hubs and major employment centers and mixed-use developments.

COMMITTEE COMPOSITION

The Bradenton City Council appointed and reappointed members to the Committee during 2023-2024. Section 420.907 of the Florida Statutes lists the categories from which committee members must be selected. The advisory committee members must name at least 8 but not more than 11 committee members and specify their terms. The committee must consist of one local elected official from the City and one representative from at least 6 of the following categories:

- Citizen actively engaged in the residential home building industry in connection with affordable housing.
- Citizen actively engaged in the banking or mortgage banking industry in connection with affordable housing.
- Citizen representative of those areas of labor actively engaged in home building in connection with affordable housing.
- Citizen actively engaged as an advocate for low-income persons in connection with affordable housing.
- Citizen actively engaged as a for-profit provider of affordable housing.
- Citizen actively engaged as a not-for-profit provider of affordable housing.
- Citizen actively engaged as a real estate professional in connection with affordable housing.
- Citizen actively serving on the local planning agency pursuant to s.163.3174.
- Citizen residing within the jurisdiction of the local governing body making the appointments.
- Citizen who represents employers within the jurisdiction.
- Citizen who represents essential services personnel, as defined in the local housing assistance plan.

The appointed AHAC Committee members are included here, along with their category affiliation.

NAME	CATEGORY REPRESENTATED	DATE APPOINTED
1. Lisa Gonzalez-Moore	Bradenton City Councilwoman	1/18/23
2. Tarnisha Cliatt	Employers within jurisdiction	4/12/23
3. Francisco Enriquez	Advocate for low-income persons	4/12/23
4. Tracie Miller	Real Estate professional/Mortgage Banking	4/12/23
5. Lt. Christopher Deshaies	Essential Employee	11/6/24

AFFORDABLE HOUSING INCENTIVES

Staff presented the latest affordable housing practices and recommendations on incentives. Each of the eleven affordable housing incentives recommended by the State were thoroughly examined and discussed with AHAC members. This plan is a result of the recommendations from the AHAC and meetings held with internal staff members to determine the feasibility of the recommendations. If approved by the Mayor and City Council, the recommendations will be used to amend the Local Housing Assistance Plan (LHAP) and the local Comprehensive Plan-Housing Element.

EXPEDITED PERMITTING

Meeting Synopsis: The city already employs this strategy, although it does not have a formal process in place.
Existing Strategy: Affordable housing development receives expedited permitting.
AHAC Recommendation: Continue with this strategy.
Implementation: Implemented 7/06

MODIFICATION OF IMPACT FEES

Meeting Synopsis: The city does modify water, sewer, and transportation impact fees to encourage affordable housing construction.
Existing Strategy: Modification of impact fees.
AHAC Recommendation: Use modification of impact fees to encourage the development of affordable housing. Develop a formal process for determining how the incentive will be applied. The Affordable Housing Advisory makes the following recommendations:

1) Set aside general revenue funds for the payment of impact fees.
2) In reviewing a lot to determine if there was a house on it at one time, limit the look-back period to no more than 50 years.
3) For any property receiving this incentive, a land-use restriction agreement must be signed. This land use restriction agreement will have a period of 10 years for homeownership housing and up to 25 years for rental properties, based upon the amount of funding received from the city. This land use agreement is separate from any other land use agreement required by other funding sources used for the project, such as Low-Income Housing Tax Credit (LIHTC), State Housing Initiatives Partnership (SHIP), or Community Development Block Grant (CDBG) funding, to name a few. This LURA will be signed and recorded prior to the Certificate of Occupancy (CO) being issued.
4) The developer will submit an application for designation as affordable housing prior to applying for building permits. This application will be reviewed by the Planning Division and the Housing and Community Development Division. Once the project is approved, the developer will receive an approval letter and the project will be designated for expedited permitting.

Implementation: 7/06

FLEXIBLE DENSITIES

Meeting Synopsis: Density bonuses for affordable housing are included in the Future Land Use Element of the Comprehensive Plan.
Existing Strategy: The city already has this incentive in place.
AHAC Recommendation: Continue to use density bonuses as an incentive for the Construction of affordable housing.
Implementation: 7/06

MODIFICATION OF PARKING REQUIREMENTS

Meeting Synopsis: The city has this as an initiative. Furthermore, areas of the city covered by form-based code allow for more generous parking requirements.
Existing Strategy: The city allows for parking reductions as incentives for the production of affordable housing.
AHAC Recommendation: The committee recommends the City re-evaluate current parking space allotment. Perhaps more than one space per household is needed.
Implementation:. Changes will need to be discussed when the form-based code is evaluated.

MODIFICATION OF SETBACK REQUIREMENTS

Meeting Synopsis: The city has this as an incentive. Further, areas of the city covered by form-based code allow for more generous setback requirements.
Existing Strategy: The city allows for setback reductions as incentives for the production of affordable housing. **AHAC Recommendation:** Use setback reductions as an incentive for the production of affordable housing. Develop a formal process for applying this incentive.
Implementation: The strategy was implemented in 7/06. Form-based code requirements were adopted in 6/11.

AFFORDABLE ACCESSORY RESIDENTIAL UNITS

Meeting Synopsis: This incentive is offered in the areas of the city governed by form-based code.
Existing Strategy: This incentive is allowed under form-based code.
AHAC recommendation: Use this incentive to encourage the development of affordable housing. Explore the possibility of expanding it to areas of the city that are not governed by form-based code.
Implementation: 6/11

FLEXIBLE LOT CONFIGURATIONS

Meeting Synopsis: This incentive is offered by the city. Areas governed by form-based code allow more flexibility in lot configurations, as do planned development projects (PDPs).
Existing Strategy: The city allows for flexible lot configurations in areas governed by form-based code as well as PDPs.
AHAC Recommendation: Continue with this as in incentive for the production of affordable housing.
Implementation: Incentive adopted 7/06, form-based code adopted 6/11.

MODIFICATION OF STREET REQUIREMENTS

Meeting Synopsis: The city does not apply street requirements unless there is already a street at the site. If the developer is required to meet street requirements, these can be offset with impact fee credits.
Existing Strategy: Use impact fee relief to offset the cost of street requirements for the developer of affordable housing.
AHAC Recommendation: Adopt the modification of street requirements as an incentive for developing affordable housing. Define the incentive in quantifiable terms and develop a process for applying the incentive to affordable housing projects.
Implementation: Under consideration.

PROCESS OF ONGOING REVIEW

Meeting Synopsis: The city continues to review ordinances, codes, regulations and the permitting process to eliminate excessive requirements in order to facilitate the development of affordable/workforce housing.
Existing Strategy: The city continues to review ordinances, codes, regulation, and the permitting process to eliminate excessive requirements in order to facilitate the development of affordable/workforce housing.
AHAC Recommendation: Continue with this strategy.
Implementation: 9/09

PUBLIC LAND INVENTORY

Meeting Synopsis: The city has an inventory of land it owns and is in the process of updating this inventory.
Existing Strategy: The city has an inventory of land it owns.
AHAC Recommendation: Evaluate this inventory to determine if there are any parcels suitable for affordable housing development.
Implementation: Completed 4/21.

SUPPORT OF DEVELOPMENT NEAR TRANSPORTATION HUBS

Meeting Synopsis: The city does not require parking for developments located within 800 feet of a transportation hub. It also takes into consideration the proximity to a transportation hub (within .25 mile) when evaluating affordable housing projects.
Existing Strategy: The city does not require parking within 800 feet of a transportation hub, and looks at proximity to transportation when evaluating affordable housing projects.
AHAC Recommendation: Continue to support development near transportation hubs but instead of waiving parking requirement, waive impact fees.
Implementation: 9/09.

ADDITIONAL RECOMMENDATIONS

AFFORDABLE GREEN BUILDING

Green Building provides a healthier environment for life on our planet.
Meeting Synopsis: The city encourages the use of energy efficient and environmental concepts for home building.
Existing Strategy: The city encourages the use of energy efficient and environmental concepts for home building, including affordable housing.
AHAC Recommendation: Continue to encourage the use of energy efficient and environmental concepts for home building, including affordable housing. The use of green building techniques could be encouraged through other incentives.
Implementation: 9/09

INCLUSIONARY ZONING

Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units through the municipality.
Meeting Synopsis: The city does not have any regulations regarding inclusionary zoning but has considered it.
Existing Strategy: None.
AHAC Recommendation: Consider incentivizing zoning as a method of ensuring a supply of affordable housing.
Implementation: Under consideration

WAIVER OF REINSPECTION FEES ON AFFORDABLE HOUSING PROJECTS

Meeting Synopsis: The city does not have this in place, although it does charge for missed inspection, and these fees increase as the number of re-inspections for a single work item increase.
Existing Strategy: None.
AHAC Recommendation: Consider waiving fees for missed inspections for affordable housing developments.
Implementation: Proposed this year by the Affordable Housing Advisory Committee

IMPACT STATEMENT

Meeting Synopsis: The AHAC does not have an Impact Statement but is recommending one to be included in this year's strategies.
Existing Strategy: None.
AHAC Recommendation: The City will require that two trees be planted in the yard of every new home. The estimated expense is $500 per new construction.
Implementation: Work with Planning on changing the form-based code.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Karen Swartz, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-71 - Hurricane Loss Mitigation Program Funds Agreement

SUGGESTED ACTION: Approve and adopt Resolution 24-71

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City was awarded $250,000 in Hurricane Loss Mitigation Program (HLMP) funding through a competitive application process. This grant funding is secured through an agreement with Florida's Division of Emergency Management and will be used to add wind mitigation features to homes owned by low- and moderate-income residents.

FINANCIAL IMPACT:
The funding is provided on a reimbursement basis through the Hurricane Loss Mitigation Fund.

ATTORNEY REVIEW/RECOMMENDATION:
Scott Rudacille, City Attorney, has reviewed the contract.

SUGGESTED MOTION:
Motion to approve and adopt Resolution 24-71 and authorize the Mayor to execute contract number B0238 on behalf of the City.

ATTACHMENTS:
Resolution 24-71

Recipient Agreement and Checklist

RESOLUTION 24-71

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE EXECUTION OF A STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT STATE-FUNDED GRANT AGREEMENT PROVIDING STATE FUNDS FOR HURRICANE LOSS MITIGRATION PROGRAM; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton was awarded Hurricane Loss Mitigation Program ("HLMP") funding to provide protection to residential structures in the City, making them safer during storms;

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

WHEREAS, this HLMP funding is provided through the attached State-Funded Grant Agreement B0238 (the "Agreement") will be used to benefit the City's residents, particularly its low- and moderate-income residents; and

WHEREAS, the City desires to approve and enter into the Agreement and to authorize the Mayor as the City's authorized representative to execute the Agreement.

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

1. Approval. The State-Funded Grant Agreement is hereby approved.
2. City's Authorized Representative. The Mayor is authorized to execute the State-Funded Grant Agreement with the State of Florida Division of Emergency Management.
3. Severability. In the event that any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.
4. Conflict. All Resolutions or portions thereof in conflict with any of the provisions of this Resolution are hereby repealed to the extent of such conflict.
5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS ____ DAY OF _____, 2024.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

5002846v1

RECIPIENT AGREEMENT CHECKLIST

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

REQUEST FOR REVIEW AND APPROVAL	
RECIPIENT:	City of Bradenton
PROJECT #:	DEM-HL00108
PROJECT TITLE:	Hurricane Loss Mitigation Program
CONTRACT #:	B0238
MODIFICATION #:	N/A

RECIPIENT REPRESENTATIVE (POINT OF CONTACT)
Pamela Skelding Housing and Community Development Manager 101 12th Street West Bradenton, FL 34205

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

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

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4517 or email me at Mackenzie.Lane@em.myflorida.com.

Agreement Number: B0238
Project Number: DEM-HL00108

STATE-FUNDED GRANT AGREEMENT

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

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

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

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

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

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

(1) LAWS, RULES, REGULATIONS, AND POLICIES

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

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

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

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

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

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

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

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

(2) CONTACT

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

i. Monitor and document Recipient performance; and,

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

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

Mackenzie Lane
HLMP Project Manager
2555 Shumard Oak Blvd
Tallahassee, Florida 32399
Telephone: 850-815-4517
Email: Mackenzie.Lane@em.myflorida.com

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

Pamela Skelding
Housing and Community Development Manager
101 12th Street West
Bradenton, FL 34205
Telephone: 941-932-9493
Email: pamela.skelding@bradentonfl.gov

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

(3) TERMS AND CONDITIONS

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

(4) EXECUTION

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

(5) MODIFICATION

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

(6) SCOPE OF WORK

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

(7) PERIOD OF AGREEMENT

This Agreement shall begin on **September 3, 2024,** and shall end on **June 30, 2025,** unless terminated earlier in accordance with the provisions of Paragraph (16) TERMINATION. In accordance with Section 215.971(1)(d), Florida Statutes, the Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(8) FUNDING

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

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

c. The Division will reimburse the Recipient only for allowable costs incurred by the Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$250,000.00.**

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

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

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

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

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

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

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

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

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

(9) RECORDS

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

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

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

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

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

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

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

(10) AUDITS

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

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

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

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

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

i. The Division of Emergency Management
DEMSingle_Audit@em.myflorida.com
DEMSingle_Audit@em.myflorida.com
OR
Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

ii. The Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

(11) REPORTS

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

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

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

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

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

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

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

(12) MONITORING

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

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

(13) LIABILITY

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

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

(14) DEFAULT

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

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

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

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

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

(15) REMEDIES

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

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

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

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

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

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

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

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

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

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

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

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

(16) TERMINATION.

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

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

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

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

(17) SUBCONTRACTS

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

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

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

(18) ATTACHMENTS

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

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

c. This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance Payment

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment

Attachment I – Florida Accountability Contract Tracking System

Attachment J – Foreign Country of Concern Affidavit

(19) PAYMENTS

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

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

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

(20) REPAYMENTS

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

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

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

(21) MANDATED CONDITIONS

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

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

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

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

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

f. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity,

may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

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

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

ii. Have not, within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

i. All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

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

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

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

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

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

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

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

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

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

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

t. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(22) LOBBYING PROHIBITION

a. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant

or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

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

(23) COPYRIGHT, PATENT AND TRADEMARK

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

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

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

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

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

(24) LEGAL AUTHORIZATION.

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

(25) ASSURANCES.

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

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

RECIPIENT:
CITY OF BRADENTON

By: _____
Name and title: _____
Date: _____
FID# _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____
Name and Title: Kevin Guthrie, Director
Date: _____

EXHIBIT – 1

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project -

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

Catalog of State Financial Assistance title: Hurricane Loss Mitigation Program

Catalog of State Financial Assistance number: 31.066

Amount of State Funding: $250,000.00

ATTACHMENT A

SCOPE OF WORK AND BUDGET

STATEMENT OF PURPOSE

The purpose of this Scope of Work is to provide protection to residential structures, in The City of Bradenton, Manatee County, Florida, funded through the Hurricane Loss Mitigation Program (HLMP) DEM-HL00108, as approved by the Florida Division of Emergency Management (Division).

The Recipient, City of Bradenton, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW

As a Hurricane Loss Mitigation Program (HLMP) project, the Recipient shall provide protection to the residential structures, located at The City of Bradenton, Manatee County, Florida.

The HLMP project shall provide protection by providing hurricane loss mitigation to eight structures.

TASKS AND DELIVERABLES

(A) Tasks

Task 1: Identification and Inspections

The Recipient shall establish a selection process to identify potential structures for mitigation improvements. For residential projects, the selection process shall be open to all Florida homeowners but should avoid conflict of interest. Internal employees, family members, and staff of the Recipient should not be selected.

The Recipient shall ensure that a comprehensive mitigation inspection is conducted of all identified structures. The mitigation inspection shall be performed by a state-certified inspector or local building official. The inspection shall identify any previous mitigation improvements, as well as any mitigation deficiencies. Mitigation efforts cannot be performed on structures with building code violations or unpermitted structures. Where a comprehensive approach cannot be implemented, the Recipient must clearly justify (i.e. the structure has already been partially mitigated or the structure does not otherwise require certain measures) the reasons for the deviation.

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

1) An opinion on whether the structure can be retrofitted to effectively improve structural survivability,
2) An estimate of the roof square footage,
3) An estimate of the square footage of windows and doors,
4) An indication of whether the structure has gable end reinforcement, and

5) A statement detailing any additional mitigation needs (such as vent strengthening, fascia or soffit repair, etc.).

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

Initial inspections are due within forty-five (45) days of the contract execution date. Changes to the approved scope of work must be requested and approved by the Division by March 15, 2025.

Task 2: Procurement and PIS Submission

Based on the mitigation deficiencies identified in Task 1, the Recipient shall select a Qualified and Licensed Florida Contractor with open, fair, and competitive bids following the Recipient's local procurement guidelines. The following information shall be submitted to the Division in electronic format:

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

Using the information provided on the Uniform Mitigation Verification Inspection form (or equivalent), the Recipient shall complete a Property Information Sheet (PIS) for each structure. The Recipient shall complete a Property Information Sheet for each structure identified in Task 1. Cost estimates for each project component must be provided by the selected contractor as specified in Task 2. The electronic PIS form is provided to the Recipient by the Division. The original document should not be altered in any way. As part of the submission, the Recipient must identify whether:

1) The structure is on grade or not,
2) Any unpermitted work has occurred at the structure, and
3) If any outstanding liens or judgements are attached to the structure or its underlying property.

The Division will conduct a Benefit-Cost Analysis (BCA) on submitted information. Approval or individual properties will be based on a combined BCA ratio. No construction shall be started prior to the Division's issuance of a passing BCA score over 1.

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

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

PIS is due within ninety (90) dates of the contract execution date. Addition or deletion of properties are due by March 15, 2025.

Task 3: Construction

Upon approval of Task 2 by the Division, the construction phase shall commence. The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation, and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division.

The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Recipient shall provide an executed “Debarment, Suspension, Ineligibility, Voluntary Exclusion Form” for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient within 10 days of execution.

The Recipient shall provide copies of professional licenses for contractors selected to perform services.

The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

Task 4: Close-Out Package and Final Inspection

The Recipient shall monitor and manage the procurement and installation of all products in accordance with the PIS and associated documentation as presented to and approved by the Division. The Recipient shall ensure that all applicable State and Local Laws and Regulations are followed and documented, as appropriate.

The Recipient shall fully perform the approved project, as described in the PIS, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project’s terms and conditions.

Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer’s specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient’s submittal of the final inspection request to the Division.

Upon completion of Task 3, the Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include (as applicable):

1) Copy of Permit(s), notice of commencement.
2) Local Building Official Inspection Report and Final Approval.
3) A copy of electrical designs, specifications, and/or drawings elaborated to complete the scope.
4) Signed and Sealed copy of the as-built plans, as applicable.
5) Certified Letter of Completion, as applicable:
    a. Affirming that the project has been completed in conformance with the approved project drawings, specifications, and scope.
    b. Certifying Compliance with all applicable codes.

6) All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.
7) Proof of compliance with Project Conditions and Requirements contained herein.

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

A request for closeout is to be received by the Division on or before June 15, 2025.

Task 5: Reimbursement and Expenses

During the course of this agreement, the Recipient shall submit requests for reimbursement. The HLMP grant is a cost reimbursement grant, and therefore no Pre-Award costs are authorized. The Recipient should secure funding to ensure successful project completion.

Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract, and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipients shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Costs: Project Management Costs are any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Recipient in managing and administering the award to ensure that state requirements are met including: solicitation, development, review, and processing of sub-applications; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with state procurement requirements; documentation of quality of work verification for quarterly reports and closeout; requests for reimbursements; closeout review and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

The Recipient shall pre-audit all project management costs source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown

on the Personnel Activity Form, and all Personnel or Contractual project management costs shall be invoiced separate from all other project costs.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement (fifteen (15) calendar days after the close of the quarter) prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

1) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name and service provider and any other pertinent information,
2) Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services, and
3) Clear identification of the amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

(B) Deliverables

Mitigation activities consist of providing protection to the residential structures located at The City of Bradenton, Manatee County, Florida.

The HLMP project shall provide protection by providing hurricane loss mitigation to eight structures.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIRMENTS

(A) Engineering

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
3) The Recipient shall submit a signed and sealed final copy of the completed project's as-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, as applicable.
4) The Recipient shall submit a final copy of any electrical designs, specifications, and/or drawings elaborated to complete the job, as applicable.

5) The Recipient shall submit a certified letter of completion from the Engineer of Record, as applicable. The Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying the protection requirements on all products utilized.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) The Recipient shall follow all applicable State and Local Laws, Regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate State and Local permits and clearances may jeopardize funding.

(B) Environmental

1) The Recipient shall follow all applicable state and local laws, regulations, and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate state and local environmental permits and clearances may jeopardize federal funding.
2) Any change, addition, or supplement to the approved mitigation measure or scope of work that alters the project (including other work not funded by the Division but done substantially at the same time) shall require resubmission to the Division for revaluation of compliance prior to initiation of any work. Non-compliance with the requirements may jeopardize the Division's ability to fund this project. A change in the scope of work shall be approved by the Division in advance regardless of the budget implications.
3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division.
4) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

(C) Programmatic

1) The Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2) The Division shall approve of any change in the scope of work in advance, regardless of the budget implementations.
3) The Recipient must obtain "prior written approval" for any budget revision from the Division.
4) Any requests for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of sixty (60) days prior to the expiration date, for Division consideration and processing.
5) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
6) Project Management Costs: The HLMP program provides funding to Recipients to efficiently manage the grant and complete activities in a timely manner.
    a. Project management costs must be reasonable, allowable, allocable and necessary to the overall project.
    b. Funding is for approved indirect costs, direct administrative costs, and administrative expenses associated with this specific project and shall have adequate documentation.
    c. Project management costs cannot exceed 5% of the total project costs awarded.
    d. Project management costs are state funded and will be reimbursed based on actual costs incurred for each individual Request for Reimbursement (RFR) submitted with the required documentation.
    e. If the final project reconciliation results in a reduction of total project costs, any resulting project management cost overpayment shall be reimbursed back to the Division prior to closeout.

7) A request for final inspection and closeout must be received by the Division on or before June 15, 2025.
8) Final inspection request documentation must be received, including:
    a. Request for Final Inspection on Recipient letterhead identifying the HLMP project number, contract number, and must include the following statements:
        i. The project is 100% complete,
        ii. The approved Scope of Work per this project and agreement has been completed and
        iii. All relevant building Codes and Standards have been satisfied.
    b. Electronic folders for each individual structure. The folders must have PDF formatted documents for each of the following:
        i. Color photographs documenting mitigation work (pre and post)
        ii. Building Permit
        iii. Post-Inspection Reports/Certificates of Completion for each structure,
        iv. Florida Approved Product Codes or Miami-Dade Approval Codes, Notice of Acceptance/Product Approvals
        v. All applicable Lien Waivers
    c. An Electronic Spreadsheet to include:
        i. Property Owner's Name
        ii. Property Address
        iii. Pre and Post Inspection Dates
        iv. Mitigation Measures Completed
        v. Total Mitigation Cost
9) Ten percent of the project's total approved budget must be held by the Division until the final inspection is complete. The "Final Reimbursement Request" must be submitted by August 15, 2025.

FINANCIAL CONSEQUENCES

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

1) Temporarily withhold cash payments pending correction of the deficiency by the Recipient,
2) Disallow all or part of the cost of the activity or action not in compliance,
3) Wholly or partly suspend or terminate the current award for the Recipient's program,
4) Withhold further awards for the program, or
5) Take other remedies that may be legally available.

KEY DATES

The Division retains the right to review all Recipients for performance. The key dates are designed to aid the Recipient in fully expending the grant funding awarded. The Division will monitor the Recipient's performance by using the following dates as project milestones. Should the Recipient not be able to adhere to this schedule, please contact the Division immediately for consideration and instructions to request a period of performance extension.

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

Table 1:

KEY ACTIVITY	DUE DATE	COMMENT
Deliverable 1: Identification and Inspection	No later than 45 days post contract execution.	Changes to the approved Scope of Work must be requested and approved by March 15, 2025.
Deliverable 2: Procurement and PIS Submission	No later than 90 days post contract execution.	Construction cannot begin until PIS documents are received, project activities are approved, and the project receives a passing BCA score (Benefit Cost Ration greater than 1) and the mitigation inspection report is received and approved.
Deliverable 3: Construction	To be completed by June 1, 2025.	Completion of all mitigation retrofit work.
Deliverable 4: Final Inspection & Close-Out Package	No later than June 15, 2025.	Request for final inspection and closeout documents submitted by June 15, 2025.
Submission of Quarterly Reports	No later than 15 days after the end of the quarter.	Quarterly Reports are due on September 30, December 31, March 31, and June 30.

FUNDING SUMMARY TOTALS

State Share:	$250,000.00	(**100**%)
Local Share:	$0.00	(0%)
Total Project Cost:	**$250,000.00**	**(100%)**

***Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

***Project Management Costs cannot exceed 5% of the approved total project costs awarded and shall be reimbursed at 5% for each Request for Reimbursement (RFR) submitted with the required documentation. If the Final Project Reconciliation results in a reduction of total project costs, any resulting project management shall be reimbursed back to the State.*

This is HLMP Project Number DEM-HL00108, The City of Bradenton. The Period of Performance shall begin upon the award date of September 3, 2024, and ends on **June 30, 2025**.

Attachment B

Program Statutes and Regulations

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

Attachment C

Statement of Assurances

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

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

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

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

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

(e) It will comply with:

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

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

(f) It will comply with

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(8) Obtain all required permits.

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

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

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

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

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HURRICANE LOSS MITIGATION PROGRAM FUNDS

RECIPIENT NAME: City of Bradenton

ADDRESS: 101 12th Street West

CITY, STATE, ZIP CODE: Bradenton, FL 34205 Project Number: DEM-HL00108

PAYMENT No:_____ DEM Agreement No: B0238

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

TOTAL CURRENT REQUEST: $_____

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

RECIPIENT SIGNATURE _____

NAME AND TITLE_____ DATE: _____

_____TO BE COMPLETED BY DIVISION OF EMERGENCY MANAGEMENT

APPROVED PROJECT TOTAL $_____

ADMINISTRATIVE COST $ _____ _____
DIVISION DIRECTOR

APPROVED FOR PAYMENT $_____ _____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

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

RECIPIENT: City of Bradenton PROJECT #: DEM-HL00108

CONTRACT# B0238 FEMA TRACKING #: N/A

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

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: CITY OF BRADENTON

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

[ ] **ADVANCE REQUESTED**

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

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

ESTIMATED EXPENSES

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

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

_____

_____

_____

_____

_____

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HURRICANE LOSS MITIGATION PROGRAM

QUARTERLY REPORT FORM

RECIPIENT:City of Bradenton Project Number: DEM-HL00108

PROJECT LOCATION:_____ DEM ID #: B0238

QUARTER ENDING: _____

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

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

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

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

Project Proceeding on Schedule: [ ] Yes [ ] No

Describe milestones achieved during this quarter:
_____
_____
_____

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

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

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

Additional Comments/Elaboration:
_____
_____
_____

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

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must include the following:

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

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

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

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

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

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

Competition

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

Codes of Conduct.

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

Business Hours

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

Licensing and Permitting

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

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

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

SUBCONTRACTOR:

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Bradenton
Recipient's Name

B0238
DEM Contract Number

DEM-HL00108
Project Number

Attachment I

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

CONTRACT DOCUMENTATION REQUIREMENTS

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

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

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

• As used in this subsection, the term:

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

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

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

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

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

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

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

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

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

Total Compensation Paid to Non-Profit Personnel Using State Funds

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

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

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT J

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[1] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[2] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[3] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City:_____State:_____Zip: _____

Phone Number: _____

Email Address:_____

Certified By: _____

AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[1] As defined in Section 287.138 (1)(d), Florida Statutes.
[2] As defined in Section 287.138 (1)(c), Florida Statutes.
[3] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Interlocal Agreement (ILA) between Manatee County and the City of Bradenton for the LECOM/City Park/PAL Project

SUGGESTED ACTION: Approve the ILA.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton intends to redevelop the LECOM Park site and surrounding acreage into a baseball complex with three regulation sized baseball fields, team and fan amenities, parking and community activities support facilities, and a new Police Athletic League Facility with athletic field and related parking and support areas. This will also include comprehensive stormwater management improvements. Manatee County has agreed to fund $2,500,000.00 for expenses related to the project. This Interlocal Agreement sets forth that pledge, as well as the program and documentation requirements for reimbursement funding.

FINANCIAL IMPACT:
Reimbursement of $2,500,000.00 from Manatee County

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Interlocal Agreement between Manatee County and the City of Bradenton for the LECOM/City Park/PAL Project.

ATTACHMENTS:
ILA regarding the LECOM/City Park/PAL Project

INTERLOCAL AGREEMENT

regarding

CITY OF BRADENTON - LECOM/CITY PARK/PAL PROJECT

BY AND BETWEEN

MANATEE COUNTY, FLORIDA AND
CITY OF BRADENTON, FLORIDA

This Interlocal Agreement ("Interlocal Agreement" or "Agreement") is made and entered into by and between **Manatee County,** a political subdivision of the State of Florida, hereinafter referred to as the "County," and the **City of Bradenton,** a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as the "City."

RECITALS

WHEREAS, the City owns a publicly-owned sports stadium known as LECOM/City Park (the "Park") and a large assemblage of surrounding acreage of land, and intends to redevelop the site into a baseball complex with three regulation sized baseball fields, team and fan amenities, parking and community activities support facilities, including the creation of a site for a new Police Athletic League ("PAL") facility, including an approximately 50,000 square foot multi-use, multi-program structure, a full outdoor athletic field and related parking and support areas, and also including comprehensive stormwater management improvements to include a Southwest Florida Water Management District stormwater permit, design, architecture, engineering, and site development of building pads, as well as any remaining funding going to vertical construction or other direct project costs to the area in and around the Park (collectively the "Project"); and

WHEREAS, the County on August 3, 2023, approved the funding of Two Million Five Hundred Thousand ($2,500,000.00) Dollars for certain expenses relating to the Project; and

WHEREAS, Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act", permits the County and City to enter into this Interlocal Agreement to exercise the powers, privileges, and authority which they share in common and which each might exercise separately, in order to make the most efficient use of their powers; and

WHEREAS, the County and the City wish to enter into this Interlocal

Agreement to establish their mutual rights and obligations with respect to joint participation in the funding of the Project; and

WHEREAS, it is in the best interest of the County to support the Project by reimbursing the City for the costs of such Project in the manner set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the County and the City agree as follows:

Article I
AUTHORITY

This Interlocal Agreement is entered into pursuant to the powers and authority granted to the parties hereto under the Constitution and laws of the State of Florida, including expressly (but not limited to) Sections 1 and 2 of Article VIII of the Constitution of the State of Florida, Chapters 125 and 166, Florida Statutes and Section 163.01, Florida Statutes.

Article II
CONSTRUCTION

All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine and neuter, singular or plural, as the identities of the party or parties, personal representatives, subcontractors, successors or assigns may require.

Article III
COUNTY CONTRIBUTION TOWARD PROJECT FUNDING

3.1 City Completion of Project. The City shall pay for and complete Project, either with its own forces or through contracted service providers.

3.2 County Reimbursement Toward Project Funding. The County shall reimburse the City for actual costs incurred for the design, permitting and construction of the Project (the "Project Costs") in an aggregate amount not to exceed Two Million Five Hundred Thousand ($2,500,000.00) Dollars; to be reimbursed in a single disbursement that will be separately deposited into a City designated PAL-City Park account to ensure funding of the Project.

The County shall reimburse the City for only such Project Costs as are validly incurred and in accordance with the requirements of this Agreement. The County's obligation to provide such reimbursement shall be subject to compliance by the City with its obligations under this Agreement.

3.3 Invoice and Payment. In order to receive reimbursement, the City shall provide the County a written application for payment that meets the

requirements of this Section. The City's application(s) for payment shall: (i) identify all Project Costs funded by the City for which reimbursement is requested; and (ii) include detailed invoices (indicated as paid with reference to date of payment and check number), copy of cancelled check (front & back), or proof of electronic funds transfer, and a completed W-9 and any other documentation acceptable to the County reasonably necessary to identify the Project Costs incurred and funded by the City. The City shall apportion reimbursable costs on a monthly basis and shall submit applications for payment no more frequently than once every three (3) months.

3.4 Use of County Payments. The City shall use the funds paid by the County to the City hereunder solely for the purpose of paying Project Costs related directly to the comprehensive development of the PAL facilities. This can include any pro rata share of costs related to said facilities and site development.

3.5 Processing and Payment, The County shall, within ten (10) days of receipt, review the invoice and either approve the invoice for payment or request from the City additional information. If the invoice is approved for payment, the County shall remit payment to the City within forty-five (45) days of the date of the original submittal to the County representative. If any amount in the request is disputed by the County, the County shall, as soon as practical, notify the City, and make partial payment of the amount which is not in dispute pursuant to this paragraph. The City and the County shall meet within seven (7) days of the County notification to attempt to resolve any disputed amounts.

3.6 FINANCIAL RECORDS AND ACCOUNTING. The City shall keep and maintain financial records related to the operation of the Project in accordance with generally accepted accounting principles and for a period of five (5) years, and shall allow the County or its agents to review and audit same at any time upon reasonable notice. The City shall make all such records available for inspection as otherwise may be required by law. The City shall be responsible for any governmental/regulatory fees or taxes associated with the Project.

Article IV
TERM AND TERMINATION.

4.1 Effective Date. This Interlocal Agreement shall take effect once executed by both parties and filed by the County with the Clerk of the Circuit Court for Manatee County, Florida, as required by Section 163.01(11), Florida Statutes.

4.2 Termination. The County may terminate this Agreement upon thirty (30) days' notice to the City due to nonperformance or failure of the City to comply with any provision of this Agreement and failure of the City to remedy such nonperformance within thirty (30) days following the notice being deemed delivered pursuant to Section 6.11. Unless terminated for cause by the County, this Interlocal

Agreement shall terminate upon completion of all actions contemplated herein by the parties. The City will ensure that any and all contracts it enters into with contracting agents and advertisers are subject to the County's right of termination pursuant to this paragraph. Upon termination, the City shall provide a final invoice to the County, and the County shall make a final reimbursement then due to the City for all eligible costs incurred on or prior to the date of termination under this Agreement. The County's obligation to reimburse the City for eligible costs incurred shall survive termination.

Article V
AMENDMENTS; ENFORCEMENT

5.1 Amendments Generally. This Interlocal Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the County by the Board of County Commissioners and for the City by the City Council, and only if properly executed by all the parties hereto.

5.2. Enforcement. The parties to this Interlocal Agreement shall have all legal and equitable remedies provided by Florida law for enforcement hereof.

Article VI
MISCELLANEOUS PROVISIONS

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

6.2 No General Obligation. Notwithstanding any other provisions of this Interlocal Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the City, the County or the State of Florida or any political subdivision thereof within the meaning of the Constitution and laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by the respective authorizing instruments and this Interlocal Agreement.

6.3 Availability of Funds. The obligation of the County to reimburse the City for Project Costs hereunder is subject to the discretion of the Board of County

Commissioners to budget legally available funds in amounts sufficient to fund such reimbursements. Accordingly, this Agreement shall not be construed to constitute a debt or general obligation of the County, or to result in a pledge of or lien upon any revenues of the County, including without limitation general revenues or proceeds of the County's tourist development tax. The County's obligation to pay such funds hereunder shall be limited by and shall be subordinate to: (a) all senior funding priorities set forth in the tourist development plan, (b) any covenants of the County to budget and appropriate legally available revenues to service County debt obligations, and (c) and requirements of the Act.

To the extent of any conflict between this subsection and any other provision of this Interlocal Agreement, this subsection shall control.

6.4 Indemnification. To the extent permitted by law, including without limitation Section 768.28, Florida Statutes and the dollar limitations set forth therein, and from legally available funds, each of the parties hereto (in such context, an "indemnifying party") shall defend, indemnify and save harmless the other, its officers, agents, employees and assigns, from and against any and all liabilities, claims, damages, losses and expenses, including costs and attorney's fees, arising out of or resulting from the negligent or wrongful acts or omissions of such indemnifying party, its officers, agents or employees, made in connection with the performance of the acts, duties, covenants and obligations contemplated in, or imposed pursuant to, this Interlocal Agreement. The City shall maintain insurance policies in amounts and coverages necessary and sufficient to fund its obligations pursuant to this Section and shall name the County as an additional insured on such policies.

6.5 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Interlocal Agreement if such failure is caused directly by hurricane, tornado, fire, earthquake, civil commotion or failure or disruption of utility services, or other like cause beyond the reasonable control of the party obliged to perform.

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

6.7 Headings. The headings or captions of sections or paragraphs used in this Interlocal Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Interlocal Agreement.

6.8 Severability. If any provision of this Agreement shall be adjudged invalid or unenforceable by a court of competent jurisdiction the remaining

provisions of this Agreement shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by the law, provided that no such severance shall serve to deprive any of the parties of the enjoyment of its substantial benefits under this Agreement.

6.9 Governing Law; Venue. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and venue for any action arising out of or related to this Interlocal Agreement shall be in the Circuit Court for the Twelfth Judicial Circuit in Manatee County, Florida, or, to the extent any proceeding is removed to federal court, the United States District Court for the Middle District of Florida, Tampa Division.

6.10 Full Agreement; Filing with Clerk of Circuit Court. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect. As required by Subsection 163.01(11) of Florida Statutes, this Interlocal Agreement and all amendments thereto shall be filed with the Clerk to the Circuit Court for Manatee County.

6.11 Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed given in the following circumstances: when personally delivered; or three (3) business days after being deposited in the United States Mail, postage prepaid, certified or registered; or the next business day after being deposited with a recognized overnight mail or courier delivery service; and addressed as follows (or to such other person or at such other address, of which any party hereto shall give written notice as provided herein):

If to County:

Manatee County Government
Attention: Manatee County Administrator
Post Office Box 1000
Bradenton, Florida 34206

With copies to:

Manatee County Government
Attention: County Attorney
Post Office Box 1000
Bradenton, Florida 34206

If to City:

City of Bradenton
City Administrator
101 Old Main Street
Bradenton, FL 34205

With copies to:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

AND

Blalock Walters, P.A.
802 11th Street West
Bradenton, FL 34205
Attention: Scott E. Rudacille, Esquire

In all cases, notices shall be deemed delivered to a party only upon delivery of copies to the persons indicated above in the same manner as for the party being notified.

WHEREFORE, the County and the City have executed this Interlocal Agreement on the respective dates listed below.

MANATEE COUNTY, FLORIDA,
a political subdivision of the State of Florida

By: its Board of County Commissioners

By:_____
Chairperson

Date: November 12, 2024

ATTEST: ANGELINA COLONNESO
CLERK Of THE CIRCUIT COURT AND COMPTROLLER

By:_____
Deputy Clerk

CITY OF BRADENTON, FLORIDA
a municipal corporation of the State of Florida

By:_____
Mayor Gene Brown

Date: _____

ATTEST:

By:_____
Tamara Melton, City Clerk

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution Number 24-105 - Affordable Housing Surplus Property Revised Inventory List

SUGGESTED ACTION: Approve and adopt Resolution 24-105

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City Administration has recommended that the parcel located at 102 17th Avenue West be removed from the Affordable Housing Surplus Property Inventory list as it may be needed for a public purpose in connection with expansion of the City's Wastewater Treatment Facility.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 24-105.

ATTACHMENTS:
Resolution 24-105

CITY OF BRADENTON

RESOLUTION NUMBER 24-105

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING A REVISED INVENTORY LIST IDENTIFYING PROPERTY DEEMED APPROPRIATE FOR USE AS POTENTIAL AFFORDABLE HOUSING PURSUANT TO SECTION 166.0451, FLORIDA STATUTES; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.0451, Florida Statutes, requires that every three years, each local government prepare an inventory of all real property within its jurisdiction to which the local government or any dependent special district within its boundaries holds fee simple title that is appropriate for use as affordable housing; and

WHEREAS, as required by Section 166.0451, Florida Statutes, City Council reviewed the list of affordable housing properties on October 11, 2023 and adopted Resolution 24-43 inventory list of potential affordable housing properties, as revised and that inventory list has been made publicly available on its website to encourage potential development;

WHEREAS, the City Administration has recommended that the inventory list be revised to remove the property located at 102 17th Ave W as the parcel may be needed for a public purpose in connection with expansion of the City's Wastewater Treatment Facility; and

WHEREAS, the City wishes to approve the attached revised inventory list of real property within the City of Bradenton to which the City of Bradenton or any dependent district within its boundaries holds fee simple title that is appropriate for use as affordable housing.

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

1. The City of Bradenton hereby approves and adopts the revised inventory list attached as Exhibit "A" as appropriate for use as affordable housing.
2. The real properties identified in the revised inventory list attached as Exhibit "A" shall be offered for affordable housing in any one of the methods provided for in Section 166.0451, Florida Statutes, subject to

the discretion of the Council to consider any offers received in the best interests of the City. The term "affordable" has the same meaning as in Section 420.0004(3), Florida Statutes.

3. The City of Bradenton is hereby authorized to further review and conduct any necessary and reasonable due diligence for the real properties identified in the inventory list to further determine the feasibility of those real properties for use as affordable housing, and to take such further action as necessary and appropriate to comply with the requirements of Section 166.0451, Florida Statutes.
4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
5. 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 18TH DAY OF DECEMBER, 2024

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED ASTO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT A

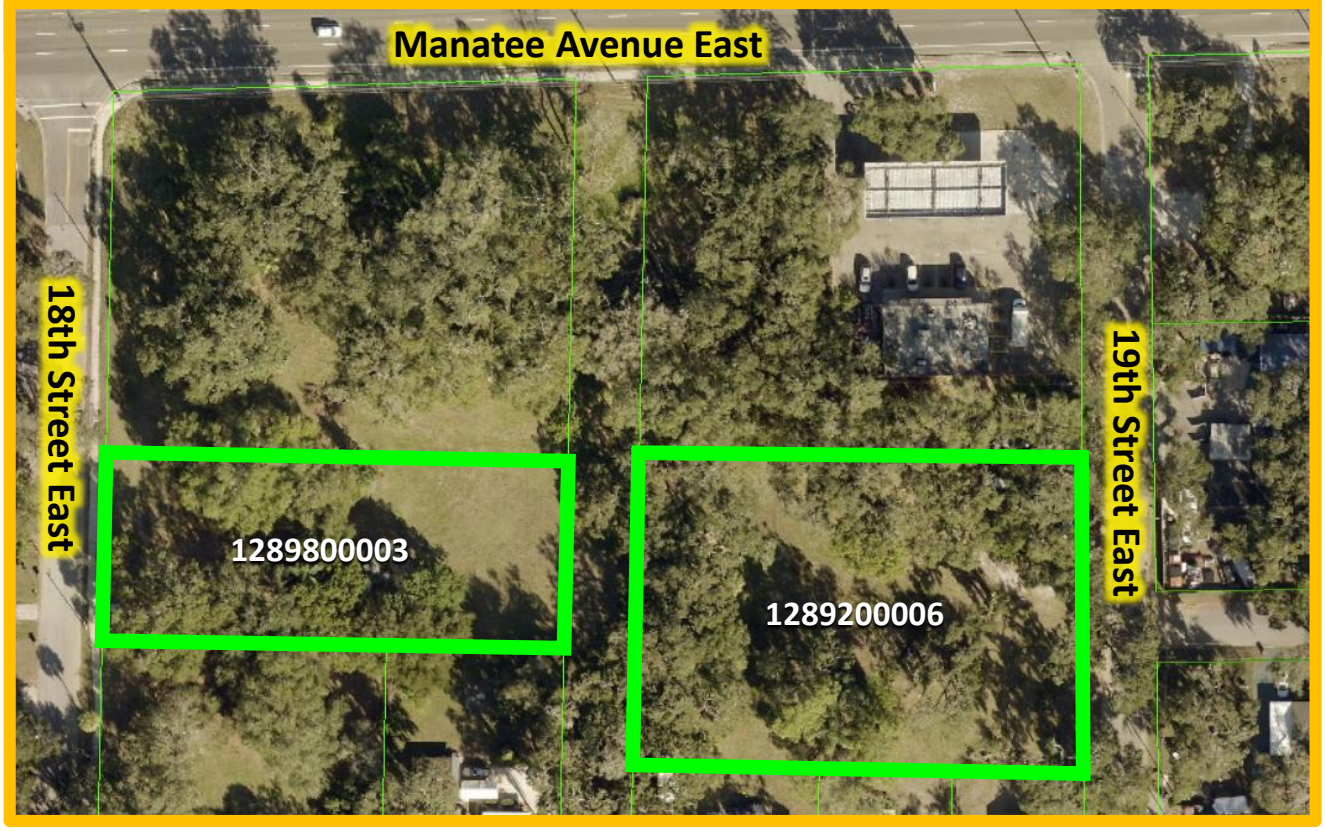
#17 - 18

Vacant

520 19th Street East, 519 18th Street East, Bradenton, FL

Parcel ID#s 1289200006 and 1289800003; 1.0000 and 0.6267 acres mol





907 15th Street West
Bradenton, FL
Vacant Parking Lot

PID# 4375700004
0.4890 acres mol





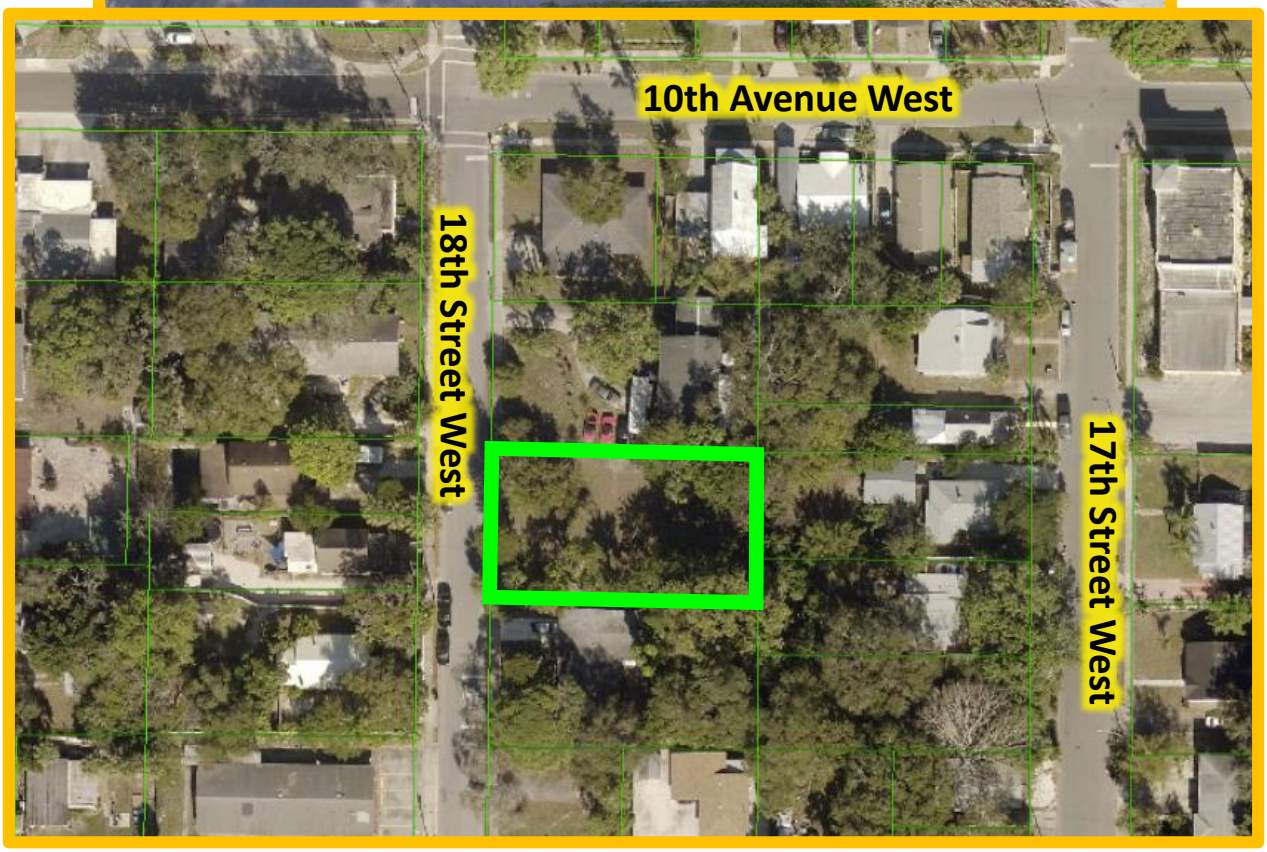
Vacant Lot

#102

1105 18th Street West
Bradenton, FL

PID# 4385500006; 0.2507 acres mol





#160

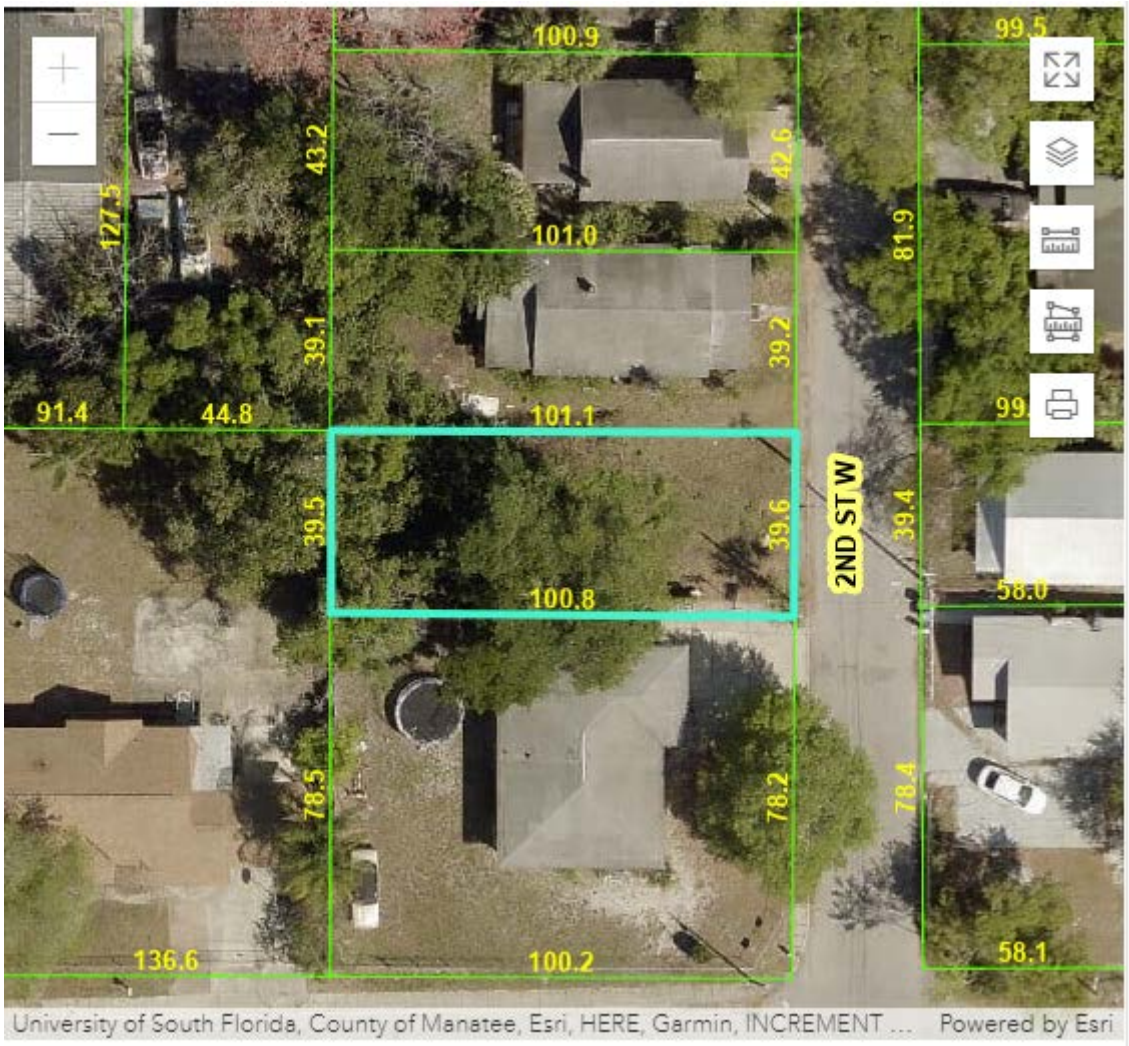
Vacant Lot

1108 2nd St W

Bradenton, FL

PID #4298300007

0.0918 Acres mol



Improved Lot

(former Police substation)

1013 6th Street East

Bradenton, FL

PID# 4596300759; 0.1092 acres mol





Vacant Lot

603 10th Avenue East
Bradenton, FL

PID# 4589100109; 0.1173 acres mol

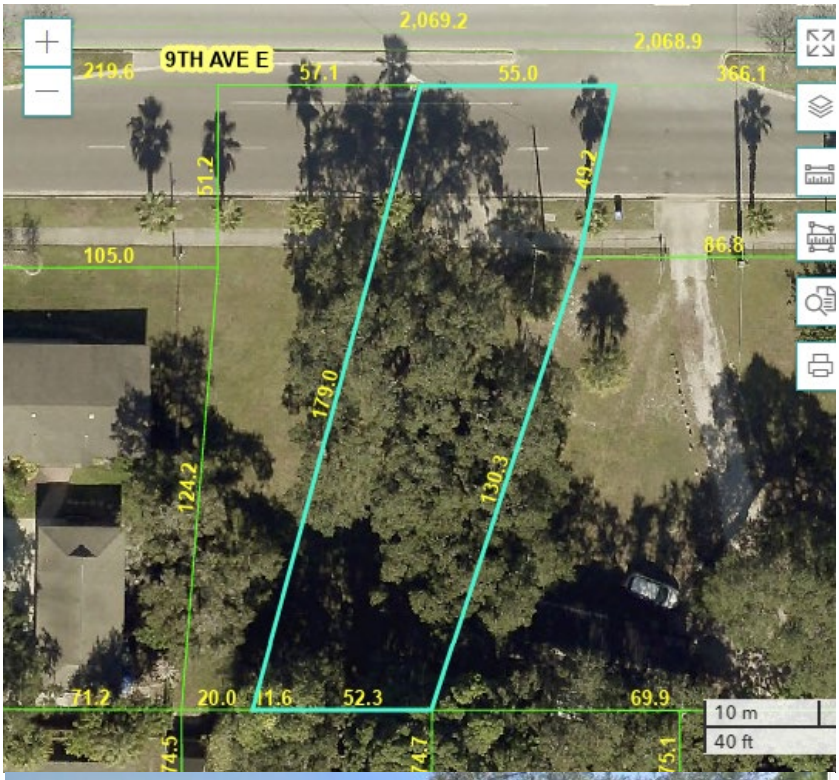


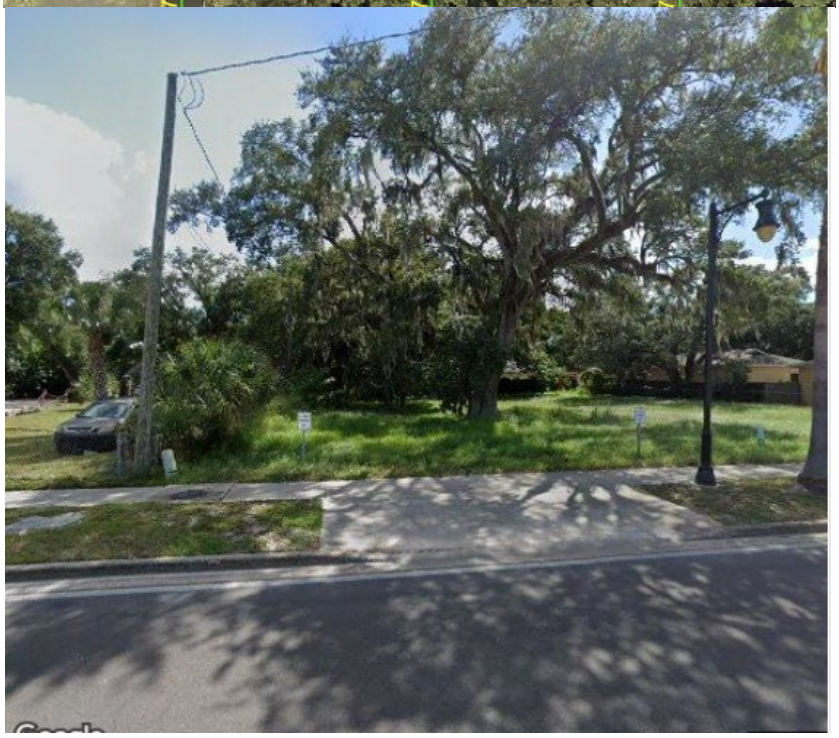


Vacant Lot

530 9th Avenue East
Bradenton, FL

PID# 4594500003; 0.1102 acres mol





P

Vacant Lot

528 9th Avenue East
Bradenton, FL

PID# 4589610007; 0.1102 acres mol





Vacant Lot

636 10th Avenue East
Bradenton, FL

PID# 4588700007; 0.1263 acres mol





Vacant Lot

1223 8th Street East

Bradenton, FL

PID# 4583610003; 0.1079 acres mol





Improved Lot

(Rental Home)

918 3rd Street East

Bradenton, FL

PID# 4613200320; 0.1917 acres mol





Improved Lot

(Rental Home)

916 3rd Street East

Bradenton, FL

PID# 4613200221; 0.1322 acres mol





AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Surplus Property Bid for 2104 12th Avenue West

SUGGESTED ACTION: Reject the proposed bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City received a proposal from Lisa Moscarello to purchase property at 2104 12th Avenue West for $100.00. This is a .4890-acre improved lot that was acquired by the City in an inverse condemnation action associated with the dredging of Wares Creek. There are no restrictions on this property, and it is not located in a CRA. The total amount of the settlement was $390,000 and the property is appraised at $280,000.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Move to reject the offer from Lisa Moscarello to purchase the property located at 2104 12th Avenue West for $100.00.

ATTACHMENTS:
Surplus Property Bid for 2104 12th Avenue West

bradenton
The Friendly City

BID FORM
City of Bradenton Surplus Land

Address of the Property being bid on: 2104 12th Ave W Bradenton FL 34205-5351

Bidder Name: Lisa Moscarello

Bidder Address: 1601 16th St W

Email: LisaMoscarello@gmail.com

Telephone No. 941-726-5472

Bid Amount: CASH $100.00

Bid Deposit: $10.

Proposed use of property: Homestead

Scope of Project and timeline for implementation: I am unaware of what this property needs but I plan to have it move-in ready within 90 days.

Proposed Closing Date: ~~10-15-24~~ 12-15-24

Required:

- All bids require a 10% deposit in the form of a certified check or cashier's check, payable to the City of Bradenton.
- All bids require proof of funds if cash purchase or a Letter of credit from lender if financing is required. The City of Bradenton will not extend credit.

The property will be conveyed "AS IS" generally by Quit Claim Deed, subject to all encumbrances of records and with no representations or warranties from the City. The Bidder hereby agrees and acknowledges that they shall be responsible for all closing costs.

By submitting this bid, I/we understand that the deposit will be returned if I/we are not the successful bidder. If I/we are the successful bidder, we will be notified by certified mail, and within thirty days thereafter will enter into a binding Purchase & Sale Agreement with the City of Bradenton, with a closing date within 90 days of execution and approval of the sales price by City Council. At closing, the remainder of the purchase price will be due in the form of a cashier's or certified check, payable to the City of Bradenton. My/our failure to remit the balance pursuant to the terms and conditions of the Purchase & Sale Agreement will result in a forfeiture of the deposit.

Signed: 

Date: 9-04-24

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the July 24, 2024 City Council Budget Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the July 24, 2024 City Council budget workshop.

ATTACHMENTS:
7-24-2024 City Council Budget Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL BUDGET WORKSHOP MINUTES
July 24, 2024
2:00 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 2:54 p.m. on Wednesday, July 24, 2024.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Vice Mayor and 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; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The Workshop was called to order at 2:54 p.m. by Mayor Gene Brown.

CITIZEN COMMENTS: None.

FY 2024-25 BUDGET PRESENTATION

Lance Williams, Chief Operating Officer, presented the Fiscal Year (FY) 2024-2025 budget, which included:

- FY 2024-25 overall budget was $198,911,453 which was a $15,612,991 increase from last year
- Revenue factors
    - Ad-Valorem increased to $34,778,158
    - Half-cent state revenue shares increased to $5,497,722
    - Electric Utility Service Tax increased to $4,470,703
    - Other State Revenue Sharing increased to $2,156,287
- Expense factors
    - Wages increased $4,074,562
    - Operational expenses increased $4,741,045
    - Multiple capital projects (Police Station, Fire Station, sidewalks) - $37,500,000
    - Machine and equipment capital - $4,042,102

Mr. Williams said the expectations for the workshop on August 28, 2024 would be to present a more in-depth review of the budget with updated General Fund revenues and expenditures.

There was a general discussion regarding lowering the millage rate.

The City Council Workshop adjourned at 3:16 p.m.

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

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 28, 2024 City Council Budget Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the August 28, 2024 City Council budget workshop.

ATTACHMENTS:
8-28-2024 City Council Budget Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL BUDGET WORKSHOP MINUTES
August 28, 2024
1:00 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 1:00 p.m. on Wednesday, August 28, 2024.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Vice Mayor and 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; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The workshop was called to order at 1:02 p.m. by Mayor Gene Brown.

Citizen Comment: None.

FY 2024-25 BUDGET PRESENTATION

Lance Williams, Chief Operating Officer, presented the Fiscal Year (FY) 2024-2025 budget, which included:

- Budget Breakdown by Department
- FY 2024-25 overall budget was $198,911,453 which was a $15,612,991 increase from last year
- Revenue factors
    - Ad-Valorem increased to $34,778,158
    - Half-cent state revenue shares increased to $5,568,642
    - Electric Utility Service Tax increased to $4,470,703
    - Electric franchise fees increased to $3,489,744
- Expense factors
    - Wages increased to $52,841,671
    - Operational expenses increased to $53,825,609
    - Multiple capital projects (Police Station, Fire Station, sidewalks) increased to $39,100,000
    - Machine and equipment capital expenses lowered to $4,684,493
- "Have to do Projects"
    - Water Reclamation Facility - $19,220,508
    - Lift Station Improvements/Upgrades - $7,275,750
    - Sewer Linings - $3,277,996
    - Force Main Improvements - $500,000
    - Sanitary Manhole Lining - $750,000
    - Storm Water Drainage Improvements - $2,833,000

- "Need to do Projects"
    - Bradenton Police Department Headquarters - $25,000,000
    - Fire Station 2 - $8,000,000
    - Water Main Replace Project Year 12 - $1,100,000
    - Utility Master Planning - $700,000
    - New sidewalks and maintenance - $1,000,000
    - Enhanced paving program - $1,000,000
    - Riverwalk repair and maintenance - $400,000
- "Should do Projects"
    - City Park - $2,000,000 (community initiative)
    - Enterprise Asset Management (EAM) - $216,400
    - Information Technology (IT) upgrades - $395,000
    - Homeless outreach - $31,818
    - SHIP dedicated to disaster assistance, foreclosure preventions, education.

Mr. Williams asked Council if they would prefer a budget summary or a detailed budget book. It was the general consensus of Council to receive both the summary and the detailed book.

The City Council Workshop adjourned at 2:06 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. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 25, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the September 25, 2024 City Council meeting.

ATTACHMENTS:
9-25-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

September 25, 2024
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, September 25, 2024.

Present: Mayor Gene Brown; Councilwoman Ward I Jayne Kocher; Vice Mayor 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; Lance Williams, Chief Operating Officer; Melanie Bevan, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Nilsa Taylor, Administrative Services Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Father Mike Brady with Christ Episcopal Church in Bradenton.

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

PROCLAMATIONS: None.

PRESENTATIONS:

a) Police: Florida Contraband Forfeiture Grant Program Awards

Melanie Bevan, Police Chief, provided a background to the award program and presented monetary awards to the following organizations:

- Boys & Girls Club of Manatee County, Inc.
- Bradenton Gladiators Football, Inc.
- Bradenton Police Department Explorer Post #1004
- Making an Impact, Inc.
- Manatee Children's Services
- Manatee County Girls Club, Inc. dba Just for Girls
- New Manatee Broncos
- Pace Center for Girls
- Rogers Garden Bullock Elementary School
- Special Olympics Florida, Inc.
- United Community Centers, Inc./13th Avenue Dream Center

Chief Bevan recognized Elba Viruet, Executive Assistant, for overseeing the award program.

CITIZEN COMMENTS:

Pat Simmons, 1833 60th Avenue West, spoke about her voice disorder and how she became an advocate for people with disabilities.

CONSENT AGENDA:

a) Administrative Services: Resolution 24-47 - Pinnacle Group of Sarasota Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
b) Administrative Services: Resolution 24-48 - Pinnacle Group of Sarasota Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
c) Administrative Services: Resolution 24-49 - Pinnacle Group of Sarasota Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
d) Administrative Services: Resolution 24-51 - Pinnacle Group of Sarasota Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
e) Administrative Services: Resolution 24-53 - Pinnacle Group of Sarasota Bid Approval for Hurricane Loss Mitigation Program (HLMP) Project
f) City Administration: Assignment & Assumption of Lease - The Beach Shop
g) City Administration: Change Order No. 001 to CMAR contract with NDC Construction for the LECOM Visitors Clubhouse Expansion
h) City Administration: Resolution 24-61 - Illegal or Derelict Signs in Right-of- Way Removal Policy
i) City Administration: Resolution 24-81 - City of Bradenton Identity and Visual Branding Guidelines Policy
j) City Administration: Resolution 24-82 - Pregnant Workers Fairness Act Policy
k) City Administration: Resolution 24-93 - Health Insurance Stipend Policy
l) Clerk: Minutes from the July 24, 2024 City Council Meeting
m) Clerk: Minutes from the September 6, 2024 Emergency City Council Meeting
n) Event Review Committee: Southeast High School Beach Volleyball
o) Event Review Committee: Back to Angola Festival
p) Finance: Budget Adjustment BA24-12
q) Legal: Fourth Amendment to Ground Lease with the School Board of Manatee County
r) Police: Forfeiture Funds Expenditure Request
s) Purchasing: First Amendment to the Agreement between the City of Bradenton and Realize Bradenton, Inc.
t) Purchasing: PB-22-014TWS First Contract Extension with Benchmark Enviroanalytical, Inc.
u) Purchasing: PB-22-021NT Second Contract Extension with B & E Signal & Lightning, Inc.
v) Purchasing: Recommendation of Award for IFB 24-022NT - Demolition of Public Works and Associated Structures
w) City Administration: First Amendment to and Extension of Right of Way Maintenance Agreement with Village Green Homeowners Association, Inc.

MOTION TO APPROVE THE CONSENT AGENDA MINUS ITEMS F, G, AND K was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

In regard to Item f), Councilwoman Gonzalez Moore inquired if the lease had been finalized. Scott Rudacille, City Attorney, stated the document was finalized and emailed to Council prior to the meeting.

Councilwoman Kocher voiced concerns with leasing to the proposed business because background checks were not performed. Attorney Rudacille said approvals were on a case-by-case basis and ultimately City Council had the discretion on who could occupy the space.

MOTION TO APPROVE ITEM F was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

In regard to Item g), Councilwoman Gonzalez Moore inquired as to the reason for the change order. Rob Perry, City Administrator, explained that there was a water line for a fire hydrant next to the Visitors' Club House. Usually relocating would be easy, he continued, but the vendor would need to install a new valve prior to relocating the utility.

MOTION TO APPROVE ITEM G was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

In regard to Item k), Councilman Cramer questioned wording in the policy. Mr. Perry explained the item may have to be amended and explained what the intent was.

There was a discussion regarding eligibility, defining terms, and clarifying definitions. Mayor Brown suggested a recess so that staff can discuss changes to the policy with Councilman Cramer.

Mayor Brown recessed the meeting at 9:57 a.m. and the meeting reconvened at 10:11 a.m.

Following a brief discussion, **MOTION TO APPROVE ITEM K AS PRESENTED WITH THE UNDERSTANDING THAT CLARIFICATION OF A DEFINITION WOULD BE MADE TO THE POLICY AND BROUGHT BACK FOR APPROVAL AT THE OCTOBER 9, 2024, CITY COUNCIL MEETING** was made by Councilman Cramer and seconded by Councilwoman Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: QUASI-JUDICIAL: ORDINANCE 4039 - SECOND 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 UV (URBAN VILLAGE) TO R-4 (MOBILE HOME) FOR APPROXIMATELY 10.93 ACRES OF LAND GENERALLY LOCATED EAST OF 16TH STREET WEST, SOUTH OF 21ST AVENUE WEST, NORTH OF 26TH AVENUE WEST, WEST OF 14TH STREET WEST, AND MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Jamie Schindewolf, Senior Planner, explained that Bradenton Tropical Palms applied for a Zoning Atlas Amendment to rezone parcels from Urban Village to R-4. She said the subject properties were mobile homes and community spaces such as a pool and a parking lot.

Ms. Schindewolf explained the applicant requested the change because setbacks and other dimensional requirements were generally not possible to follow as owners replace units. She concluded that some owners went through the variance process and had been approved, however, the process was costly and time-consuming.

The public hearing was opened. Anyone that wished to speak were invited to the podium and no one came. The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4039 was made by Councilman Cramer and seconded by Vice Mayor Barnebey. The motion passed 5-0.

b) Police: ORDINANCE 4052 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES, TO MODIFY THE HOURS OF SALE AND CONSUMPTION OF ALCOHOL TO REFLECT THAT NO ALCOHOL MAY BE SOLD OR CONSUMED ON PREMISES AFTER 2:00 A.M.; AMENDING SECTION 3 OF ORDINANCE 4047 TO REFLECT THAT NO ALCOHOL MAY BE SOLD OR CONSUMED ON PREMISES AFTER 2:00 A.M.; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Rudacille explained Ordinance 4052 was drafted at the request of City Council to limit the hours of alcohol sales and consumption from 2:30 a.m. to 2:00 a.m.

The public hearing was opened. Anyone that wished to speak were invited to the podium and no one came. The public hearing was closed.

Councilwoman Kocher spoke in favor of limiting alcohol sales to earlier than 2:00 a.m. but was pleased the City was headed in the right direction.

MOTION TO APPROVE ORDINANCE 4052 was made by Councilman Cramer and seconded by Councilwoman Coachman. The motion passed 5-0.

c) Legal: ORDINANCE 4053 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON CODE OF ORDINANCES SECTION 26-38 TO MODIFY PROVISIONS RELATING TO THE POWERS, DUTIES AND PROCEDURES OF CITY OFFICIALS IN A DISASTER EMERGENCY; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Attorney Rudacille explained Ordinance 4053 would authorize the Mayor or City Administrator to extend emergency declarations. He added that City Council would still need to declare the state of emergency via resolution and that resolution would give authorization to extend the declaration as needed.

The public hearing was opened. Anyone that wished to speak were invited to the podium and no one came. The public hearing was closed.

MOTION TO APPROVE ORDINANCE 4053 was made by Councilwoman Coachman and seconded by Councilwoman Kocher. Motion passed 5-0.

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

a) City Administration: Affordable Housing Surplus Property Bid Review

Mr. Perry explained that the public hearing was rescheduled for a future City Council meeting due to an advertising issue.

b) City Administration: Water Treatment Plant Update

Mr. Perry explained that the City infrastructure was still recovering from Hurricane Debby and the historic rainfall that summer. He said the extensive rainfall overtook the capacity at the Wastewater

Treatment Plant. He added the City was actively replacing aged infrastructure at the plant and then presented three videos from the press outlining the progress.

Mayor Brown spoke about the positive information released from the press recently and then thanked Council for approving the expenditures to replace aged infrastructure.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey urged the public to delay doing laundry until the plant had recovered and to drive slowly down roads with standing water.

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore noted lift stations two and three were not functioning properly during Hurricane Debby and looked forward to fixing aged infrastructure.

DEPARTMENT HEAD REPORTS: None.

The meeting was adjourned at 10:49 a.m.

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

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Christopher Munyon, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Designation of LECOM Park as a Historically Relevant Site

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

CRA Staff received an application for a Historical Preservation grant from the African American Heritage Trail in Manatee County (applicant). The applicant is requesting funds to assist in the installation of a historic marker at LECOM Park to celebrate the "Bradenton 9 Devils" baseball team.

The CRA Grant application requires that the site be deemed as historic.

Section 4.12 of the CRA Sustainable Redevelopment Grants allows for the Governing Body to deem a structure or site historically relevant.

CRA staff asks City Council for their consideration in deeming LECOM Park as historically relevant.

The applicant has provided research on the history of the site (attached).

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Yes, consulted with City Attorney.

SUGGESTED MOTION:
Motion to approve designating LECOM Park as a historically relevant site.

ATTACHMENTS:
LECOM Park Historic Research
LECOM Park Legal Description

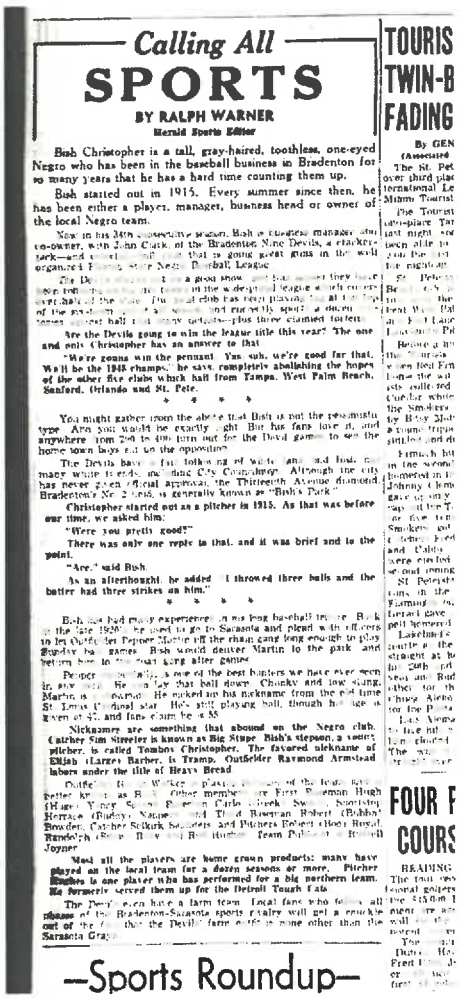
Bradenton Nine Devils: Until 2020, Major League Baseball (MLB) did not officially recognize the Negro Leagues as "Major League." This recognition spurred a renewed focus on the approximately 3,400 players and their statistics and records, as well as what their stories mean to the history of baseball and communities everywhere.

During the first six decades of professional, organized baseball in the United States, Black players were barred from playing (both unofficially and officially). In addition to the Negro Leagues being an important cultural and personal outlet for Black-owned and organized sports, these teams demonstrated that the color line in baseball was meaningless when it came to talent.

From Vin Mannix for the Bradenton Herald (August 15, 2021)

Robert "Bubba" Bowden, James "Son" Copeland, Joe Grissett Sr., Jewel Lee, Snow Riley and O.C. Sears were some of their names. They were golf course groundskeepers, field hands, sanitation workers and shop owners during the week, but on weekends they donned cotton uniforms, picked up bats and fielders mitts and were transformed into baseball stars. They were the Bradenton Nine Devils and dominated the bygone Florida State Negro League from 1937-1956. They played 70-75 games a year, traveling dusty two-lane roads to Miami, Daytona Beach, West Palm Beach, Orlando and St. Petersburg. They also played barnstorming all-star teams with future Hall of Famers Josh Gibson and Larry Doby and eventual major leaguers Ed Charles, Clarence "Choo Choo" Coleman and Jim "Mudcat" Grant.

Research from Lydia Copeland, daughter of the late James "Son" Copeland:



Calling All
SPORTS
BY RALPH WARNER
Herald Sports Editor

Bish Christopher is a tall, gray-haired, toothless, one-eyed Negro who has been in the baseball business in Bradenton for so many years that he has a hard time counting them up.

Bish started out in 1915. Every summer since then, he has been either a player, manager, business head or owner of the local Negro team.

Are the Devils going to win the league title this year? The one and only Christopher has an answer to that.

"We're gonna win the pennant. Yas suh, we're good far that. We'll be the 1948 champs," he says completely abolishing the hopes of the other five clubs which hail from Tampa, West Palm Beach, Sanford, Orlando and St. Pete.

* * * *

You might gather from the above that Bish is not the pessimistic type. And you would be exactly right. But his fans love it, and anywhere from 200 to 400 turn out for the Devil games to see the home town boys eat up the opposition.

Christopher started out as a pitcher in 1915. As that was before our time, we asked him:

"Were you pretty good?"

There was only one reply to that, and it was brief and to the point.

"Are," said Bish.

As an afterthought, he added: "I throwed three balls and the batter had three strikes on him."

* * * *

Nicknames are something that abound on the Negro club. Catcher Sim Sippeler is known as Big Stupe Bish's stepson, a young pitcher, is called Tombos Christopher. The favored nickname of Elijah (Larze) Barber, is Tramp. Outfielder Raymond Armstead labors under the title of Heavy Bread.

Most all the players are home grown products; many have played on the local team for a dozen seasons or more. Pitcher Hughes is one player who has performed for a big northern team. He formerly served them up for the Detroit Tough Cats.

--Sports Roundup--

TOURIS
TWIN-B
FADING

By GEN
(Associated

The St. Pet
over third pla
International Le
Miami Tourist

The Tourist
Tampicare Tar
last night ser
been able to
you Pe
the nightcap.

FOUR F
COURS

READING
The trot
several golfers



Adds 3 New Teams, Seeks
FIL Working Agreement

City's Tigers
Squeeze Tarpon
Spongers, 16-3

Gibbs JH To Present

Attachment A

Historical Research

Notable: LECOM Park is the third-oldest stadium currently used by a Major League team. Only Fenway Park in Boston (opened in 1912) and Wrigley Field in Chicago (opened in 1914) are older. LECOM Park is the oldest stadium used for Spring Training games.

EXHIBIT B

Attachment B

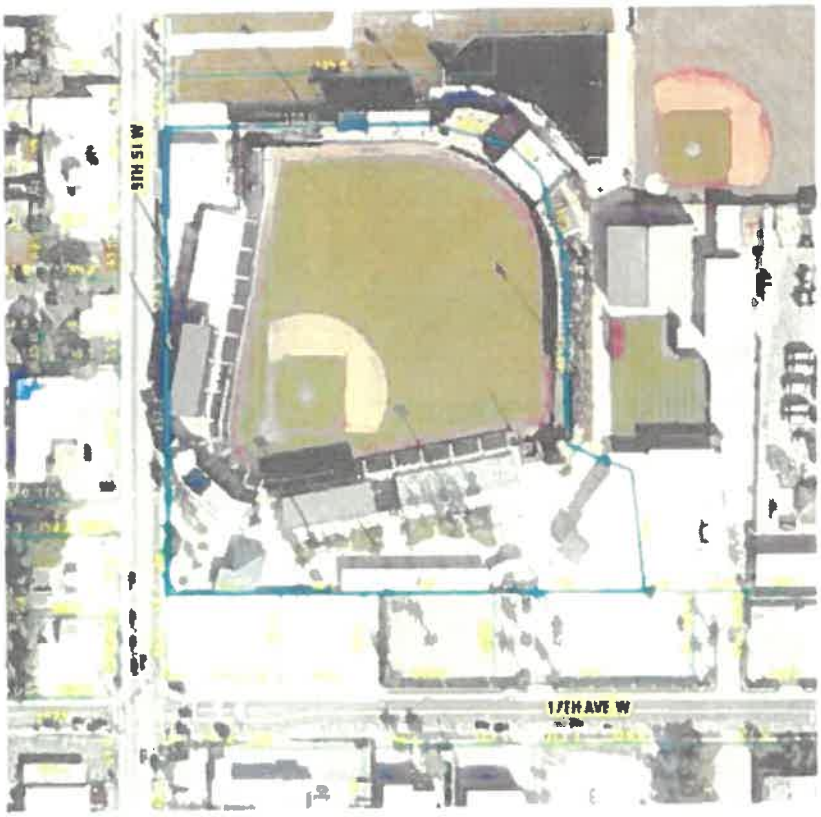
LECOM Park

1611 9TH ST W, BRADENTON, FL 34205-7223

Manatee County Parcel ID Number: 4342500609

FULL DESCRIPTION:

COM AT THE PT OF INTERSEC OF THE SLY EXTENSION OF THE E R/W LN OF 9TH ST W & THE S LN OF THE SW1/4 OF THE NE1/4 OF SEC 35 TWN 34S RNG 17E, TH N 00 DEG 15 MIN 46 SEC W, ALONG SD SLY EXTENSION OF THE E R/W LN, A DIST OF 13.33 FT TO THE PT OF INTERSEC OF SD E R/W LN & THE N R/W LN OF 17TH AVE W; TH CONT N 00 DEG 15 MIN 46 SEC W, ALNG SD E R/W LN, A DIST OF 109 FT FOR A POB; TH CONT N 00 DEG 15 MIN 46 SEC W, ALONG SD E LN, A DIST OF 548.37 FT; TH S 89 DEG 50 MIN 14 SEC E, 310.04 FT; TH S 73 DEG 38 MIN 53 SEC E, 96.88 FT; TH S 45 DEG 24 MIN 27 SEC E, 50.13 FT; TH S 15 DEG 49 MIN 15 SEC E, 110.81 FT; TH S 00 DEG 04 MIN 49 SEC W, 211.94 FT; TH S 67 DEG 13 MIN 40 SEC E, 81.82 FT; TH S 05 DEG 37 MIN 10 SEC E, 136.18 FT; TH N 89 DEG 55 MIN 25 SEC W, PARALLEL TO & 109 FT N OF THE AFOREMENTIONED N R/W LN OF 17TH AVE W, A DIST OF 554.87 FT TO THE POB PI#43425.0060/9



Historical Marker to be located within the property in such a way so as to maximize public access while minimizing potential for vandalism, with exact location to be determined and agreed upon by all parties in writing prior to installation.

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: De Soto River Regatta Fundraiser

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Compliance of all COB Special Event Standards, 3 Public Works extra duty employees staffing the area on Friday with on duty staff only for Saturday's event. BPD will use on duty staff only.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Hernando de Soto Historical Society would like to host their beer sales fundraiser at Riverwalk on Feb. 21-22, 2025, during the Regatta races. There will be a beer truck located near River Song, and they will utilize the concession stand at the Pavilion.

SUGGESTED MOTION:
Motion to approve the De Soto River Regatta Fundraiser event with the stipulations recommended by staff.

ATTACHMENTS:
De Soto River Regatta Fundraiser Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando de Soto Historical Society Date of Application: 11/5/24

Contact Name: Gus Sokos Contact Phone 1: (941)-920-4046

Contact Email: manager@desotohq.com Contact Phone 2: _____

Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: River Regatta Beer Sales Event Date: 2/21 & 2/22/25

Purpose of Event: family fun & fundraiser

Description of Event: Riversong Apartment Parking Area and Riverwalk Pavilion Concession Stand

Event Location: Bradenton Riverwalk

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

As per ISM Application

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/21/25	friday	8Am	5pm	
Event Day 1	2/21/25	friday	5pm	9pm	
Event Day 2	2/22/25	Saturday	11 Am	7pm	
Event Day 3					
Break Down	2/22/25	Saturday	7pm	10:30pm	

Number of years event has been held: 11 years Past Attendance: _____

(03/2022)

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

Will any tents be used for the event? Yes (No)

Tent Size	Number of Tents	Tent Location
See Attached map	no tents	

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

As per ISM Application

Will a stage be used for the event? Yes No

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

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

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

Vendor Information

As per ISM Application

Will the event offer food? Yes No

Where will the food be prepared? _____

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

* Will there be alcohol at the event? (Yes) No

Note: Alcohol will require an additional permit.

← Beer Truck + concession stand

Event Entertainment

As per ISM Application

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

_____

_____

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

Are live animals planned to be at the event? Yes No As per ISM Application

Describe any additional event activities.

_____

_____

(03/2022)

As per ISM Application

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, GUS SOKOS, applicant/event organizer for River Regatta (event), scheduled for (date&hours), 2/21 & 2/22/25, from 5-9pm to 11am-1pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

GUS SOKOS, Executive Director
Typed or Printed Name and Title

11/5/24
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

GUS SOKOS, Executive Director
Typed or Printed Name and Title

11/5/24
Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)

2025 DeSoto
Regatta Beer Sale Fundraiser
2/21/25 and 2/22/25



* SERVING LOCATION

Beer Truck

Pavilion concession area

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Dream Spring Fling

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Compliance of all COB Special Event Standards, BPD Extra Duty Officers (Day 1 - 3 officers) (Day 2 - 2 officers), and 3 Public Works Staff per day.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
United Community Centers made application to host their Dream Spring Fling on March 22-23, 2025, at Norma Lloyd Park. The event will be an outdoor festival for all ages featuring food, craft vendors, alcohol sales and music. They have an expectation of 500 attendees.

SUGGESTED MOTION:
Motion to approve the Dream Spring Fling event with the stipulations recommended by staff.

ATTACHMENTS:
Dream Spring Fling Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: United Community Centers

Date of Application: 11/26/2024

Contact Name: Andre Mays

Contact Phone 1: 941-746-7470 ext 224

Contact Email: amays@uccfl.org

Contact Phone 2: 941-812-1292

Address: 13th AV Dream Center - 922 24th St E

City: Bradenton State: FL Zip: 34208

Event Information

Name of Event: Dream Spring Fling

Event Date: March 22-23, 2025

Purpose of Event: Community Spring Festival

Description of Event: Outdoor festival for all ages with food and craft vendors

Event Location: 13th AV Dream Center / Norma Lloyd Park

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/22/2025	Saturday			
Event Day 1	3/22/2025	Saturday	11am	8pm	500
Event Day 2	3/23/2025	Sunday	12pm	6pm	500
Event Day 3					
Break Down	3/23/2025	Sunday			

Number of years event has been held: 0

Past Attendance: n/a

(03/2022)

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

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
10' x 10'	30	Parking Lot

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

Will a stage be used for the event? Yes (No)

Will the event require electricity? (Yes) No Type of electrical power: Outdoor lights/DJ

Will a generator be used? (Yes) No Size of generator: 1500

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? On-site - food trucks

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

(Charcoal grills) (Food trucks) Fryers Propane grills (Warmers/Sternos)

Will there be alcohol at the event? (Yes) No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

DJ will play music on-site using DJ equipment and speakers

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? (Yes) No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Andre Mays, applicant/event organizer for Dream Spring Fling (event), scheduled for (date&hours), March 22-23, 2025, from 11am/12pm to 8pm/6pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Andre Mays (Nov 26, 2024 14:13 EST)
Signature of Applicant/Event Organizer

United Community Centers / 13th AV Dream Center
Organization

Andre Mays, VP of Operations
Typed or Printed Name and Title

November 26, 2024
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Andre Mays (Nov 26, 2024 14:13 EST)
Signature of Applicant/Event Organizer

United Community Centers / 13th AV Dream Center
Organization

Andre Mays, VP of Operations
Typed or Printed Name and Title

November 26, 2024
Date

(03/2022)



Norma Lloyd Park Area

Dream Spring Fling March 22-23, 2025
by United Community Centers

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Founders Cup Block Party

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 2 BPD Extra Duty Officers, 3 Public Works Staff, port-o-lets onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Ladies Professional Golf Association (LPGA) would like to host a block party on Old Main Street on February 2, 2025. The event will host a fan experience, music, food and beverages and alcohol sales. They have an expectation of 1,000 attendees.

SUGGESTED MOTION:
Motion to approve the Founders Cup Block Party event with the stipulations recommended by staff.

ATTACHMENTS:
Founders Cup Block Party Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Ladies Professional Golf Association (LPGA)

Date of Application: November 25, 2024

Contact Name: Kelsey Berg

Contact Phone 1: 206.947.6098

Contact Email: kelsey.berg@lpga.com

Contact Phone 2: 717.836.5211

Address: 100 International Golf Drive

City: Daytona Beach

State: FL

Zip: 32124

Event Information

Name of Event: Founders Cup Block Party

Event Date: February 2nd, 2025

Purpose of Event: To drive awareness around the Founders Cup LPGA Tournament coming to Bradenton Country Club Feb 3-9, 2025.

Description of Event: Block Party - Music, Fan Experience, F&B

Event Location: City fo Bradenton - Main Street

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	February 2	Sunday	8 AM	1 PM	N/A
Event Day 1	February 2	Sunday	1 PM	4 PM	1,000 Guests
Event Day 2					
Event Day 3					
Break Down	February 2	Sunday	4 PM	7 PM	N/A

Number of years event has been held: 0

Past Attendance: N/A

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10' x 10'	TBC - Estimated 10	City fo Bradenton - Main Street

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

Will a stage be used for the event? Yes No

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

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

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Food Trucks - Recommended list from City of Bradenton

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

_____

_____

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

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

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan. 8 Portable Toilets

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Kelsey Berg, applicant/event organizer for Founders Cup Block Party (event), scheduled for (date&hours), February 2, 2025, from 1 PM to 4 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kelsey D. Berg
Signature of Applicant/Event Organizer

Ladies Professional Golf Association (LPGA)
Organization

Kelsey D. Berg
Typed or Printed Name and Title

November 25, 2024
Date

Set up 8 AM-1pm
Breakdown 4pm-7pm

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

The undersigned agrees to abide by all Event Approval Standards set forth in the guide.

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

Kelsey D. Berg
Signature of Applicant/Event Organizer

Ladies Professional Golf Association (LPGA)
Organization

Kelsey D. Berg
Typed or Printed Name and Title

November 25, 2024
Date

(03/2022)

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

Name of Requestor: Kelsey Berg

Name of Organization: Ladies Professional Golf Association (LPGA)

Street Address: 100 International Golf Drive

City: Daytona Beach State: FL Zip: 32124

Telephone: 206.947.6098 Email: kelsey.berg@lpga.com

Name of Event: Founders Cup Block Party

Start Date: February 2, 2025 End Date: February 2, 2025 Start Time: 1 PM End Time: 4 PM

Event
Setup 8am-1pm
Breakdown 4-7pm

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

Old Main Street - Bradenton.
https://www.bradentongulfislands.com/listing/old-main-street-bradenton/



Proposed detour route (include alternative road and map):

We will only close a few blocks - detour route would work around the event through Downtown. Would propose same detour route used for Farmer's Market.

Additional notes and comments:

Would appreciate some guidance on this as this is our first event in the City of Bradenton.

(03/2022)

LPGA

LPGA Bradenton Event – Old Main Street – February 2nd, 2025



Key: Tent/activity area | Food truck/F&B vendor | Portable toilets (4) | Picnic/seated table

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Pittsburgh Pirates Block Party

SUGGESTED ACTION: The Event Review Committee recommends approval with the following stipulations:

- 3 BPD Extra Duty Officers Onsite
- Setup cannot begin prior to 3 p.m.
- 2 Public Works Staff Onsite
- Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Pittsburgh Pirates wish to host a block party on Old Main Street featuring live music, photo booths, community vendors and autograph opportunities. The event will be held 6-9 p.m. on February 15, 2025, with an expectation of 1,000 attendees.

SUGGESTED MOTION:
Motion to approve the Pittsburgh Pirates Block Party event with the stipulations recommended by staff.

ATTACHMENTS:
Pittsburgh Pirates Block Party Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Pittsburgh Pirates

Date of Application: 9/20/24

Contact Name: Karena Ballard

Contact Phone 1: 941-538-5171

Contact Email: karena.ballard@pirates.com

Contact Phone 2: _____

Address: 1701 27th St E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Pittsburgh Pirates Block Party

Event Date: 2/15/25

Purpose of Event: The purpose of this event is to get the Manatee County Community excited for Pirates Spring Training and to put on a free family friendly event that everyone can enjoy.

Description of Event: We will shut down Old Main Street in Downtown Bradenton and fill it with games, live music, photo booths, community vendors, and opportunities for fans to get autographs from Pittsburgh Pirates Players.

Event Location: Old Main Street, Downtown Bradenton

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/15/25	Saturday	2:00 PM	6:00 PM	At least 20
Event Day 1	2/15/25	Saturday	6:00 PM	9:00 PM	1,000
Event Day 2					
Event Day 3					
Break Down	2/15/25	Saturday	9:00 PM	11:00 PM	At least 20

Number of years event has been held: 10

Past Attendance: 1,000

(03/2022)

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

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
10 X 10	approximately 20	Throughout the street

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

Will a stage be used for the event? (Yes) No

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

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills (Food trucks) Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

We will have a stage brought in for a band. The band will be bringing their own instruments. We will have a sound system

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

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

Describe any additional event activities.

Throughout the street, there will be games and a speed pitch, we will have an autograph tent and table, a Pirates table, a t-shirt table, a merch truck, and other vendors.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Karena Ballard, applicant/event organizer for Pittsburgh Pirates Block Party (event), scheduled for (date&hours), 2/15/25, from 6:00 PM to 9:00 PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Karena Ballard — Signature of Applicant/Event Organizer

Pittsburgh Pirates — Organization

Karena Ballard, Coordinator, Fan & Community Engagement — Typed or Printed Name and Title

10/14/24 — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Karena Ballard — Signature of Applicant/Event Organizer

Pittsburgh Pirates — Organization

Karena Ballard, Coordinator, Fan & Community Engagement — Typed or Printed Name and Title

10/14/25 — Date

(03/2022)

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

Name of Requestor: Karena Ballard

Name of Organization: Pittsburgh Pirates

Street Address: 1701 27th St E

City: Bradenton State: FL Zip: 34208

Telephone: 941-538-5171 Email: karena.ballard@pirates.com

Name of Event: Pittsburgh Pirates Block Party

Start Date: 2/15/25 End Date: 2/15/25 Start Time: 2:00 PM End Time: 11:00 PM

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

Old Main Street(Parts of 13th Street West) The map will be attached to this email. Closed roads are represented by a red line.

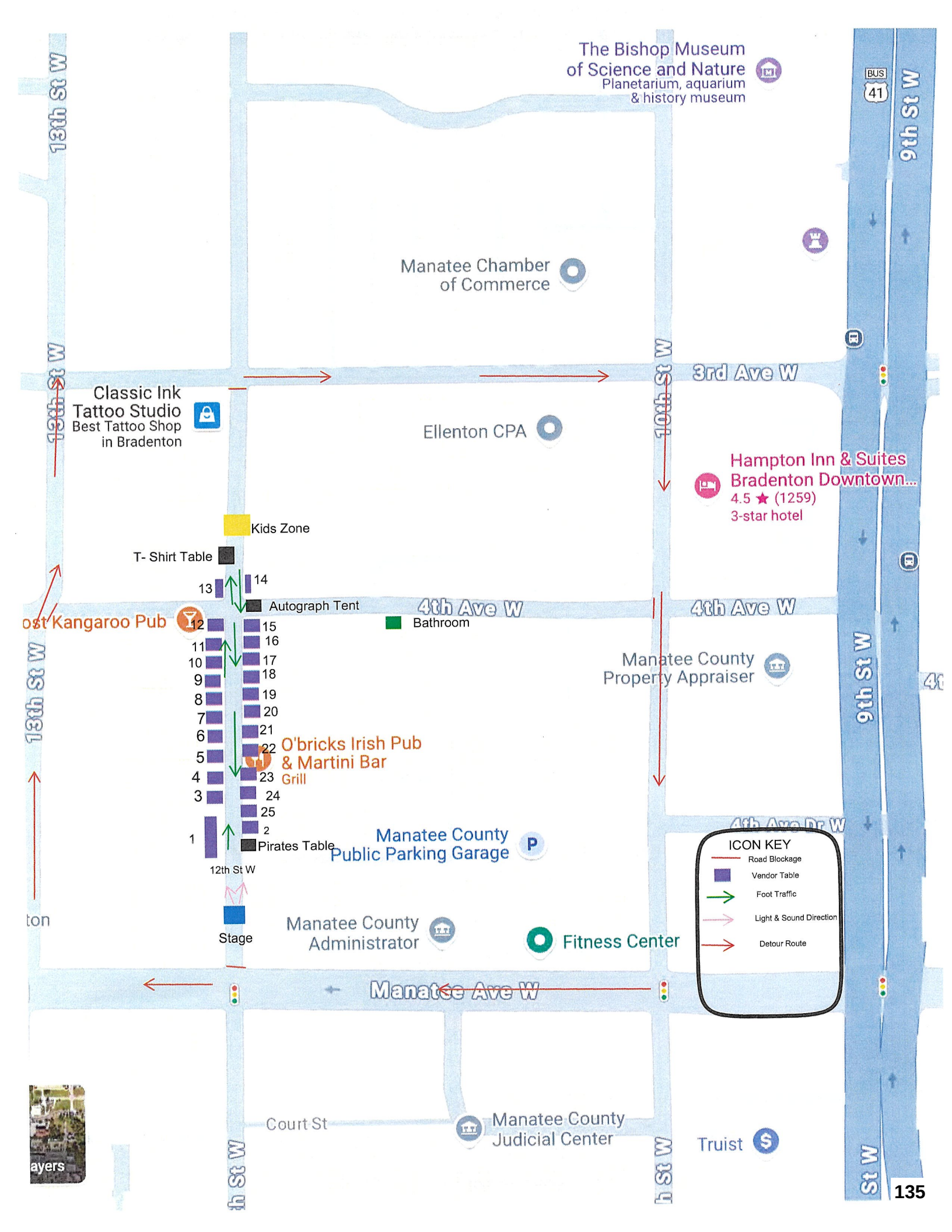
Proposed detour route (include alternative road and map):

Manatee Ave W
13th St W
10th St W

The map will be attached to this email. Detour Routes are represented by the red arrows.

Additional notes and comments:

(03/2022)


The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
BUS 41
9th St W
13th St W
Manatee Chamber of Commerce
3rd Ave W
10th St W
Classic Ink Tattoo Studio
Best Tattoo Shop in Bradenton
Ellenton CPA
Hampton Inn & Suites Bradenton Downtown...
4.5 ★ (1259)
3-star hotel
Kids Zone
T- Shirt Table
Autograph Tent
Bathroom
4th Ave W
ost Kangaroo Pub
Manatee County Property Appraiser
O'bricks Irish Pub & Martini Bar
Grill
Manatee County Public Parking Garage
4th Ave Dr W
Pirates Table
12th St W
Stage
Manatee County Administrator
Fitness Center
Manatee Ave W
ICON KEY
Road Blockage
Vendor Table
Foot Traffic
Light & Sound Direction
Detour Route
Court St
Manatee County Judicial Center
Truist
ayers

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Woodland Community Church Movie Night

SUGGESTED ACTION: Event Review Committee recommends approval with compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Woodland Community Church would like to host a movie night on February 14, 2025, at Riverwalk Pavilion. This event will feature a movie screening, fellowship and food vendors. They have an expectation of 200 attendees.

SUGGESTED MOTION:
Motion to approve the Woodland Community Church Movie Night with the stipulations recommended by staff.

ATTACHMENTS:
Woodland Community Church Movie Night Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Woodland Community Church Date of Application: 11-5-24

Contact Name: Melanie Richards Contact Phone 1: 941-753-8588 X30

Contact Email: melanie@gowoodland.com Contact Phone 2: 941-713-2184 Cell

Address: 9607 State Road 70 East

City: Bradenton State: FL Zip: 34202

Event Information

Name of Event: Movie Night Event Date: February 14, 2025

Purpose of Event: Fellowship Event

Description of Event: Showing A Movie

Event Location: Pavilion

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	2/14/25	Friday	5:00 pm	7:00 pm	15
Event Day 1	2/14/25	Friday	7:00 pm	9:00 pm	200
Event Day 2					
Event Day 3					
Break Down	2/14/25	Friday	9:00 pm	9:30 pm	15

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

(03/2022)

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

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
10' X 10'	2	Pavilion area

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

Will a stage be used for the event? Yes (No)

Will the event require electricity? (Yes) No Type of electrical power: 15amp - 120volt circuit

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? offsite and at location via Food truck

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

Charcoal grills (Food trucks) Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

Inflatable movie screen and a PA system for movie sound.

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

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

Describe any additional event activities.

A movie playing in the location

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? Yes (No)

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Tim Passmore, applicant/event organizer for MOVIE NIGHT (event), scheduled for (date&hours), Feb. 14 2025, from 5:00 to 9:30, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

WOODLAND COMMUNITY CHURCH
Organization

TIM PASSMORE SENIOR PASTOR
Typed or Printed Name and Title

11/7/24
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

WOODLAND COMMUNITY CHURCH
Organization

TIM PASSMORE SENIOR PASTOR
Typed or Printed Name and Title

1/7/25
Date

(03/2022)

Woodland Movie in the Park
Riverwalk Pavilion
2/14/25



AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-110 - 509 9th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The proposed resolution would authorize City staff and City Attorney to pursue eminent domain to acquire the subject property. The property is a residential parcel having a street address of 504 9th Avenue West, Bradenton, Florida 34205 (the "Property"). The Property has suffered a series of wastewater back-up issues stemming from its connection and proximity to a sanitary sewer lift station. These wastewater back-ups present a significant impact to the health, safety, and wellbeing of the owners of the Property, as well as surrounding residents, remediation workers, and other members of the community. Attempts to acquire the property by mutual agreement have been unsuccessful to this point. By taking the Property, the City can begin remedial measures and/or expand the sanitary sewer lift station aimed at preventing future wastewater back-up issues at this location.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 24-110.

ATTACHMENTS:

Resolution 24-110

CITY OF BRADENTON

RESOLUTION NUMBER 24-110

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, DETERMINING THE NECESSITY AND PUBLIC PURPOSE AND AUTHORIZING THE ACQUISITION OF PROPERTY LOCATED IN BRADENTON, FLORIDA BY EMINENT DOMAIN OR THROUGH NEGOTIATION FOR THE PURPOSE OF CONSTRUCTING MUNICIPAL BUILDINGS AND/OR FACILITIES, SUCH AS THOSE NECESSARY TO REINFORCE A SANITARY SEWER LIFT STATION AND PREVENT FLOODING IN THE SURRONDING AREA; AUTHORIZING ATTORNEYS TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE THE NECESSARY PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City of Bradenton is a municipal corporation of the State of Florida and is authorized under chapters 73 and 74, Florida Statutes, to acquire interest in privately owned lands which are necessary for public use; and

WHEREAS, pursuant to its Home Rule Powers and powers set forth in chapter 73 and 74, Florida Statutes, and sections 166.401, 166.411, and 163.370, Florida Statutes, among other sections, the City of Bradenton has authority to acquire by eminent domain the property described in Exhibit "A" for the public purpose of constructing municipal buildings and/or facilities; and

WHEREAS, the City has located the property and the City Council finds that the whole property described in Exhibit "A" is necessary to acquire; and

WHEREAS, the City is in full compliance with sections 73.013, 73.014, and 163.370, Florida Statutes, and other general law, as the property to be acquired is not being acquired to eliminate a slum or blighted area, but for purpose of constructing municipal buildings and/or facilities, such as those necessary to reinforce a sanitary lift station and prevent flooding in the surrounding area.

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

1. The above recitals are incorporated herein and form a factual basis for the passage of this Resolution.

2. Fee simple acquisition of the property described herein and in Exhibit "A" is necessary for the purpose of constructing municipal buildings and/or facilities, such as those necessary to reinforce a sanitary lift station and prevent flooding in the surrounding area.

3. Acquisition of the interests and property described in Exhibit "A" is necessary to accomplish the public purpose set forth herein.

4. The City Council authorizes the City Administrator and officers, employees, and agents under his supervision to acquire the property described in Exhibit "A," and to do all acts and things required of them by this Resolution, or desirable or consistent with the requirements of this Resolution, for the full, punctual, efficient, and complete implementation and performance of all the terms contained herein and authorized by law and shall deliver any and all papers and instruments, and carry out all acts and things necessary or proper for carrying out the transactions contemplated herein.

5. In addition to Section 4, the City Council hereby authorizes the City Attorney to initiate the eminent domain process, negotiate pre-suit settlements, file pleadings, and pursue, to settlement, final judgement and final appeal, eminent domain proceedings to acquire title to the property described herein, and to take any other necessary action, including hiring experts for the City, necessary to initiate and pursue eminent domain proceedings, and any other actions associated with or arising out of such eminent domain or other related proceedings. The City Attorney is further authorized to accomplish the acquisition of said property by settlement and compromise if same can be affected in accordance with the terms, conditions, and limitations established by the City Council.

6. This Resolution shall become effective immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18th DAY OF DECEMBER, 2024.

ATTEST:

_____
TAMARA MELTON
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

Exhibit "A"

Legal Description

509 9th Avenue West, Bradenton, Florida 34205

LOT 27 BLK 26 ADAMS ANNEX, according to the Plat thereof, recorded in Plat Book 1, Page(s) 228 of the Public Records of Manatee County, Florida.

PI#32764.0000/3

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-94 - Police Pension Board Appointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Adam Wollard as the board elected trustee to the Police Pension Board. He will replace Adrian Meridan and fulfill the remainder of his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-94.

ATTACHMENTS:
Resolution 24-94

RESOLUTION NUMBER 24-94

A RESOLUTION APPOINTING **ADAM WOLLARD** TO THE **POLICE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

The Police Pension Board unanimously elected Adam Wollard, and the City Council approves and confirms the appointment from this date hereof:

ADAM WOLLARD for a term to expire November 2027.
(Adam Wollard will replace Adrian Meridan and fulfill the remainder of his term.)

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kelly Thomas, Legislative
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Resolution 24-104 - Affordable Housing Advisory Committee Appointment
SUGGESTED ACTION:	Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Jayne Kocher to the Affordable Housing Advisory Committee as the elected official representative and defining the term.

SUGGESTED MOTION:
Motion to approve Resolution 24-104.

ATTACHMENTS:
Resolution 24-104

RESOLUTION NUMBER 24-104

A RESOLUTION APPOINTING **JAYNE KOCHER** TO THE **AFFORDABLE HOUSING ADVISORY COMMITTEE** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER TERM.

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

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

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

JAYNE KOCHER for a term to expire JANUARY 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-106 - Bradenton Housing Authority Appointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Kurt Landefeld to the Bradenton Housing Authority and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-106.

ATTACHMENTS:
Resolution 24-106 and Resume

RESOLUTION NUMBER 24-106

A RESOLUTION APPOINTING **KURT LANDEFELD** TO THE **HOUSING AUTHORITY** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

Kurt Landefeld for a term to expire December 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

3993 Lakewood Ave. Bradenton, FL 34208 330-573-7819 kurtolandefeld@gmail.com

Kurt Landefeld

Objective:

To use my skills in government and public relations for the betterment of the city of Bradenton.

Summary:

I am an award-winning communications professional with broad experience in government and public relations. I have developed and promoted branding campaigns for non-profit and for-profits clients ranging in size from Fortune 500 companies to start-ups. I have written and produced in all media, including the Internet.

I am experienced in crisis communications and have served as a spokesperson and press contact for school districts, daily newspaper, a county park district and local NASA support organization. I have advocated and testified pro bono at both federal and state levels on a range of issues including education and health care.

Relevant Experience:

- **President, Landefeld Communications, 2001-present.**
- **President, River Isles Homeowners Association, 2018-2019.**
  Member, Board of Directors, 2016-present.
- **President, Erie County (OH) Metroparks Board of Commissioners, 2011-2016.**
  Vice-President, 2007-2011.
- **Contributor, City of Sandusky (OH) Strategic Planning Project**
- **Communications Counsel, Woodland Hills (PA) School District, 2006-2008.**
- **Communications Counsel, Richmond Hts. (OH) School District, 2004-2006.**
- **Communications Counsel, Norton (OH) School District, 2003-2004.**

Related Experience:

- **Developed winning levy campaigns for Summit County (OH) Metroparks.**
- **Developed award-winning marketing programs for range of clients.**
- **Developed marketing strategy, restored department morale for mid-size newspaper.**
- **Speechwriting for senior management Fortune 500 company, newspaper publisher, school superintendents, elected officials, others.**
- **Co-founded award-winning children's books publishing company.**
- **Edited numerous publications.**

Client Roster (historical, partial):

- **Owens-Corning**
- **Rubbermaid**
- **AT&T/NCR**
- **Allen-Bradley**
- **Ernst & Young**
- **Summit County Metroparks**
- **Cleveland Convention & Visitors Bureau**
- **Oak Associates**
- **Woodland Hills Schools**
- **Richmond Hts. Local Schools**
- **Norton Local Schools**

Awards (partial):

- **National Multiple Sclerosis Society Hall of Fame/Advocacy**
- **National CLIO Award/Summit County Metroparks**
- **Eric Hoffer Award/VanitaBooks "Bonyo Bonyo"**
- **Regional ADDY/Sherwin-Williams**

Education:

- **University of Toledo: Graduate studies in physics, English.**
- **Bucknell University, B.A.: English major, physics minor.**

Publications:

- **"Jack's Memoirs: Off the Road," a novel.**
- **"Bucknell's Boy of Summer," essay in "Slant of Light" festschrift.**
- **"Mergansers Fly Low," poetry chapbook.**
- **Numerous op-eds for Cleveland, Sandusky newspapers.**

References:

- **Patrick Shenigo, Erie County (OH) Commissioner**
- **Gen. David Stringer (USAF, Retired), Director, NASA Plum Brook Station**
- **Dr. Walter Calinger, superintendent (retired), Woodland Hills School District et al**

Others available upon request.

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-107 - Fire Pension Board Reappointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Larry Covins to the Fire Pension Board and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-107.

ATTACHMENTS:
Resolution 24-107

RESOLUTION NUMBER 24-107

A RESOLUTION REAPPOINTING **LARRY COVINS** TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

Larry Covins for a term to expire January 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-108 - Fire Pension Board Reappointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Brian Canaday to the Fire Pension Board and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 24-108.

ATTACHMENTS:
Resolution Number 24-108

RESOLUTION NUMBER 24-108

A RESOLUTION REAPPOINTING **BRIAN CANADAY** TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

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

BRIAN CANADAY for a term to expire January 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-109 - Fire Pension Board Reappointment

SUGGESTED ACTION: This is for approval and confirmation of the board member elected representative.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Steve Rissler to the Fire Pension Board. This is a ministerial confirmation act by City Council as Mr. Rissler was voted as a member by the board.

SUGGESTED MOTION:
Motion to approve Resolution 24-109.

ATTACHMENTS:
Resolution 24-109

RESOLUTION NUMBER 24-109

A RESOLUTION REAPPOINTING **STEVE RISSLER** TO THE **FIRE PENSION BOARD** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HIS TERM.

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

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

The Fire Pension Board unanimously elected Steve Rissler, and the City Council approves and confirms the appointment from this date hereof:

Steve Rissler for a term to expire October 2026.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-111 - Affordable Housing Advisory Committee Appointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Robin Singer to the Affordable Housing Advisory Committee and defining her term.

SUGGESTED MOTION:
Motion to approve Resolution 24-111.

ATTACHMENTS:
Resolution 24-111

RESOLUTION NUMBER 24-111

A RESOLUTION APPOINTING **ROBIN SINGER** TO THE **AFFORDABLE HOUSING ADVISORY COMMITTEE** FOR THE CITY OF BRADENTON, FLORIDA AND DEFINING HER TERM.

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

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

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

ROBIN SINGER for a term to expire DECEMBER 2026.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Drone Replacement Program Financial Assistance Agreement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Approval to purchase two drones through FDLE's Drone Replacement program.

FINANCIAL IMPACT:
None. The cost would be reimbursed by the FDLE.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Drone Replacement Program Financial Assistance Agreement.

ATTACHMENTS:
Drone Replacement Program Financial Assistance Agreement

Award #: 3X075
CSFA: 71.092

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Bradenton

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

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

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Award #: 3X075
CSFA: 71.092

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024 **Project End Date:** 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308
Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614
Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us
Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor
Name: Tennille Robinette
Title: Senior Management Analyst Supervisor
Phone: 850-617-1268 or 850-661-9295
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

Award #: 3X 075
CSFA: 71.092

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)

Name: Jeremy S. Giddens
Title: Grant Specialist
Phone: 941-932-9350
Email: Jeremy.Giddens@bradentonpd.com

Chief Official
(please print)

Name: Melanie Bevan
Title: Chief
Phone: 941-932-9357
Email: Melanie.Bevan@bradentonpd.com

Financial Contact:
(please print)

Name: Sandra Orsino
Title: Administrative and Fiscal Supervisor
Phone: 941-932-9362
Email: Sandra.Orsino@bradentonpd.com

Alternate Point-of- Contact
(please print)

Name: Brian Thiers
Title: Captain
Phone: 941-932-9364
Email: Brian.Thiers@bradentonpd.com

Recipient's Vendor ID (FEID/EIN): 59-0000283

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Bradenton
Address 1: 100 10th St West
Address 2:
City, State, Zip: Bradenton, FL 34205

Award #: 3X 075
CSFA: 71.092

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: 7/8/24

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Bradenton

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 7-5-24

Printed Name and Title: Melanie Bevan , Chief

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Award #: 3X 075
CSFA: 71.092

Appendix A – Drone Certification Form

Recipient: **City of Bradenton**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	0M6DF0D0012123	DJI	Mavic 2	01/04/2019	$ 1,494.00
2	298CJ1RR0A118X	DJI	Entireprise 2	06/16/2021	$ 5,057.99
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature: **Date:** 07/05/2024

Name/Title: Melanie Bevan , Chief

****** FDLE Regional Operations Center ONLY ******

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Award #: 3X075
CSFA: 71.092

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it 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, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include 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. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency 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 Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act.(Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. 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 Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., 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 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

Skydio, Inc.
3000 Clearview Way
San Mateo, CA 94402
United States
(855) 463-5902
orderadmin@skydio.com

Order Form

Order Form #: Q-30900
Created Date: 12/5/2024
Expiration Date: 1/4/2025
Prepared By: Chris Mauser
Prepared By Email: chris.mauser@skydio.com

Customer Information

Customer: Bradenton Police Department

Billing Information
Bradenton Police Department
100 10th St W
Bradenton, Florida 34205-8634
United States

Billing Contact (for Invoices)
Jeremy Giddens
jeremy.giddens@bradentonpd.com
941-932-9350

Shipping Information
Bradenton Police Department
100 10th St W
Bradenton, Florida 34205-8634
United States

Shipping Contact
Jeremy Giddens
jeremy.giddens@bradentonpd.com
941-932-9350

Order Contact
Jeremy Giddens
jeremy.giddens@bradentonpd.com
941-932-9350

A La Carte

Hardware + Perpetual Software

Product Code	Product Name	Quantity	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
DR4ATTSWNAIR	Skydio NightSense with IR Attachment for X10	2.00		$2,800.00	$2,526.00	$5,052.00
DR4ATTSPKM	Skydio Speaker/Mic for X10	2.00		$320.00	$307.20	$614.40
DR4ATTSPTL	Skydio Spotlight for X10	2.00		$265.00	$254.40	$508.80
DR4E1BR2IZG0000NA	Skydio X10 Ready Kit [1 Battery] (2.4/5 GHz, 5G/ LTE Ready: T-Mobile, IR) NA + VT300-Z	2.00		$16,108.00	$15,333.12	$30,666.24
DR4ACCBATR	Skydio Battery for X10 [Advanced Reservation]	8.00		$369.00	$354.24	$2,833.92
					Hardware + Perpetual Software Subtotal:	$39,675.36

Services

Product Code	Product Name	Quantity	Term (Months)	List Unit Price	Net Unit Price	Total (USD)
CEDR45G3YRNA	Skydio Care for X10 with Cellular 5G, 3 year	2.00		$3,300.00	$3,135.00	$6,270.00
CEGIMVTG300Z3YRNA	Skydio Care for VT300-Z Sensor Package, 3 year	2.00		$1,949.00	$1,851.55	$3,703.10
					Services Subtotal:	$9,973.10

Cloud Based Software

Product Code	Product Name	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
SWFMDR4	Skydio Fleet Manager for X10	12	2.00	$120.00	$108.00	$216.00
					Cloud Based Software Subtotal:	$216.00

Totals

Total Fees	$52,676.00
Discount	$2,811.54

Total After Discount	$49,864.46
Estimated Shipping	$126.00
Grand Total	$49,990.46

Special Terms

By signing this Order Form, Customer acknowledges and agrees that the battery-only SKU(s) for X10/X10D listed above are not currently available for shipment and will be delivered as soon as feasible. Customer will be invoiced for the SKU(s) upon shipment.

Customer acknowledges and agrees that any SaaS Services provided under this Order Form will be hosted in the United States.

Certain items in this order may be subject to certification requirement(s) under United States federal and/or state law. Skydio's delivery of any such item within the United States is contingent upon completion of applicable US-based certification processes. Skydio shall bear sole responsibility for, and will provide a full refund to Customer for any items for which Skydio is unable to obtain applicable US-based certification. The foregoing is inapplicable to items purchased for export from the United States.

With respect to any geographic location into which Customer will import the Products or Services, Customer represents and warrants that it has all necessary licenses, waivers, or other regulatory approvals necessary in order to import and operate the Products and Services. Customer is solely responsible for any costs, fees, penalties, judgments or other liabilities arising from Customer's import, export, transfer or operation of the Products or Services outside the Authorized Territory.

Terms and Conditions

This Order Form shall be incorporated in, governed by, and subject to the Skydio Sales Terms and Conditions ("T&C") located at https://www.skydio.com/legal (unless there is a separately negotiated agreement between Customer and Skydio). The product descriptions and definitions are set forth in Exhibit A. In the event of any conflict, the order of precedence shall be the Order Form, followed by any Underlying Agreement, and finally the T&C.
The Purchase Prices and Fees listed in this Order Form are exclusive of taxes or duties of any kind.

All Orders are non-cancelable, and any fees paid are non-refundable.
All standard Skydio Lead Times and Standard Shipping, as stated below, apply to all orders.

Lead Times: Manufacturing lead times are at least 30 days from the date of Order Booking.

Standard Shipping: Standard Shipping encompasses ground shipping based on weight and package size for delivery. Shipping fees shown on the Order Form are for Standard Shipping.

Expedited Shipping: Any expedited shipping requests, or requests to ship to multiple locations, post order form signature, will incur additional fees, which will be added to your invoice at time of shipping. Should Skydio receive any such requests after the execution of the Order Form, Skydio will do its best to respond to customer's requests but reserves the right to advise customer of increased shipping fees for customer to decide if they would like to proceed, in which case revised shipping charges will be communicated to customer for their acceptance to proceed. Any such requests will require email confirmation of request and acknowledgement that additional incurring fees have been approved.

Additional Information

Is there a purchase order (PO) number or other reference number that you would like us to include on your invoice and packing slip (if applicable)?

[ ] No
[ ] Yes - Please complete below

PO or Reference Number: _____

Please email any purchase orders or tax exemption documentation to orderadmin@skydio.com

Any inclusion of Customer's PO Number or PO Amount is for reference purposes only. Furthermore, any terms or conditions contained on any Customer PO shall not be binding on Skydio, and no action by Skydio (including the reference of the Customer's PO Number on invoicing, shipment of the ordered products, activation of any licensed software, etc.) shall be construed as Skydio's acceptance of such terms or conditions.

This Order Form has been executed by the parties' authorized representatives as of the dates of their respective signatures below.

Customer	Skydio Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A: Product Descriptions and Definitions

Product Name	Description
Skydio Fleet Manager for X10	One (1) subscription to Skydio Fleet Manager for X10 includes access to Skydio Fleet Manager for tracking fleet usage. Includes live streaming of video to a single user. Includes one (1) subscription to Skydio Model Viewer, which allows the user of Fleet Manager to view 3D models from the browser.
Skydio Care for X10 with Cellular 5G, 3 year	Skydio Care for X10 with Cellular 5G (3yr plan) includes: (a) three (3) Damage Replacement with advance shipment and up to one (1) Lost Drone Replacement with advance shipment. In either event, Customer will be charged the full cost of the replacement drone if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment. Continental US and Hawaii and Alaska only.
Skydio Care for VT300-Z Sensor Package, 3 year	Skydio Care for VT300-Z (3yr plan) includes: (a) one (1) Damage Replacement with advance shipment and up to one (1) Lost Sensor Package Replacement with advance shipment. In either event, Customer will be charged the full cost of the replacement sensor package if Skydio fails to receive payment of associated replacement fees (covered in T&C) within thirty (30) days of the shipment. Continental US and Hawaii and Alaska only.
Skydio NightSense with IR Attachment for X10	Skydio NightSense for X10 includes access to advanced autonomy functionality in no and low light situations. Includes one (1) perpetual license and one (1) infrared light spectrum active illumination attachment that can be carried by Skydio X10.
Skydio Speaker/Mic for X10	One (1) speaker and microphone attachment that can be carried by the Skydio X10.
Skydio Spotlight for X10	One (1) spotlight attachment that can be carried by the Skydio X10.
Skydio X10 Ready Kit [1 Battery] (2.4/5 GHz, 5G/LTE Ready: T-Mobile, IR) NA + VT300-Z	Kit includes one (1) Skydio X10 Vehicle with Sensor Package (2.4/5 GHz, 5G/LTE Ready, IR) NA + VT300-Z, one (1) Enterprise Controller, one (1) Ready Case, two (2) wall adapters, one (1) set additional propellers, two (2) 256 GB micro SD cards, one (1) battery, and one (1) dual charger. Includes one (1) subscription to Skydio Autonomy Drone Software that allows the drone to see, understand, and act upon the world. License is perpetual and non-transferable. Data sold separately.
Skydio Battery for X10 [Advanced Reservation]	One (1) battery for Skydio X10 when available. Reserved with 100% deposit.

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expense Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Purchasing the N-ear 360 earpieces for the Police Department is essential to enhance communication efficiency and officer safety. Investing in the earpieces will ensure officers remain connected and responsive, leading to better operational coordination and public safety outcomes.

FINANCIAL IMPACT:
$10,218.32 from Forfeiture Funds collected.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Forfeiture Fund expense request for N-ear 360 earpieces.

ATTACHMENTS:
Forfeiture Funds Expense Memorandum

BRADENTON POLICE DEPARTMENT
INTER-OFFICE MEMORANDUM

Date: November 12, 2024

To: Melanie Bevan, Ed.D
Chief of Police

From: Jeremy Giddens
Grants/School Speed Zone Program Specialist

Subject: Forfeiture Expense Request

Effective communication is a cornerstone of law enforcement operations, directly impacting officer safety and the success of mission-critical tasks. As technology evolves, so must the tools officers rely on to maintain clear, reliable communication in the field. To this end, implementing advanced audio equipment is a logical step forward.

Purchasing the N-Ear 360 earpieces for the police department is essential to enhance communication efficiency and officer safety. The N-Ear 360 offers superior sound clarity and comfort, ensuring officers receive critical information clearly, even in high-noise environments. Its discreet design allows for low-profile wear, reducing the risk of detection in tactical situations while maintaining comfort during extended use.

Additionally, the ergonomic fit reduces ear fatigue, improving the overall effectiveness of communication. Investing in these earpieces will ensure officers remain connected and responsive, leading to better operational coordination and public safety outcomes. These earpieces are designed to meet law enforcement professionals' unique challenges, providing superior performance in routine and high-stakes situations.

Cost Estimates

80 N-ear 360 earpieces	$10,218.32
Total:	**$10,218.32**

These forfeiture funds will be used to purchase earpieces and associated fees.

Quote

From:
N-ear, Inc
4415 N Clark Ave
Tampa, FL 33614
(877)-290-4599
support@n-ear.com

Quote Number	Quote-7152
Quote Date	October 2, 2024
Valid Until	December 1, 2024
Total	**$10,218.32**

Billing address
Jeremy Giddens
Bradenton Police Department
100 10th Street W
Bradenton, FL 34205

Shipping address
Jeremy Giddens
Bradenton Police Department
100 10th Street W
Bradenton, FL 34205

For any questions or concerns, please contact Sara Drees by email sara.drees@n-ear.com or by phone (813) 493-4069.

Hrs/Qty	Service	Rate/Price	Sub Total
80	N•ear 360™ Original Single Ear Earpiece **SKU:** RO-360-22-3.5-L **pa_left-right-ear:** left-ear **pa_earpiece-length:** 22-inches-long **pa_connector:** 3-5mm-right-angle-pin	$149.99	$11,999.20

Subtotal:	$11,999.20
Discount:	-$1,799.88
Shipping:	$19.00 via Shipping
Total:	$10,218.32

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Online Sting Operations Grant Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the Online Sting Operations Grant from the FDLE valued at $46,435 to purchase technology for Internet Crimes Against Children investigations (ICAC).

FINANCIAL IMPACT:
Awarded funds of $46,435.00.

ATTORNEY REVIEW/RECOMMENDATION:
Approval

SUGGESTED MOTION:
Motion to approve the Online Sting Operations Grant Program.

ATTACHMENTS:
Online Sting Operations Grant Program

Agreement for State Financial Assistance Between Florida Department of Law Enforcement and Bradenton Police Department

AWARD AGREEMENT

Award Number:	OS005
Project Title:	Online Sting Operations Grant Program for Local Law Enforcement
Project Period:	07/01/2024 – 6/30/2025
Awarded Funds:	$46,435.00
FLAIR Vendor ID:	59-0000283
CSFA Catalog Number:	71.148

This agreement is entered into by and between the Department of Law Enforcement (herein referred to as "FDLE" or "Department") and Bradenton Police Department (herein referred to as "Recipient); and

WHEREAS, the Department has authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient in accordance with the terms and conditions set forth in this agreement: and

WHEREAS, the Department has available funds resulting from a recurring appropriation in The General Appropriations Act, 2024 Legislature, Section 4, Specific Appropriation 1293A, Special Categories – Online Sting Operation Grant Program, intended to be provided to the Recipient as reimbursement of eligible costs resulting from allowable activities as defined in the agreement, and

WHEREAS, the Recipient represents that it is fully qualified, possesses the requisite skills, knowledge, qualifications, and experience to carry out the state project identified herein, and does offer to perform such services.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

The General Appropriations Act contains the following proviso language and provides information on the legislative intent for the use of these funds:

> *From the funds in Specific Appropriation 1293A, $46,435.00 in non-recurring funds from the General Revenue Fund is provided to Bradenton Police Department to support online sting operations.*

This award is subject to the special conditions outlined in **Appendix A** and all applicable standard conditions in **Appendix D**.

Schedule of Appendices

Appendix A – Special Conditions
Appendix B – Project Deliverables
Appendix C – Approved Budget
Appendix D – Standard Conditions

Scope of Work

The Recipient shall use grant funding to support the creation of online sting operations to target individuals who are soliciting children online. This grant provides reimbursement for approved online sting investigative operations, which may include equipment, supplies, and other costs, but is limited to only software, computers, electronics, and other related items.

Available funds will be distributed based on the operational needs of each agency's investigations as approved by the FDLE Cyber Bureau's Special Agent in Charge.

Funds will be used to support the specific costs outlined in Appendix C.

Performance and Financial Reporting

The Recipient shall provide the **Monthly Online Sting Operations Activity Reimbursement Report (ARR)** to the Department attesting to the progress made towards project deliverables **(Appendix B)** and to the costs incurred during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is October 1-31, the report is due no later than November 30th. Failure to submit reports by the deadline will delay reimbursement of funds.

If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period.

Performance Reporting: Tab 1 of the ARR must contain a detailed summary of the activities performed during the reporting period, any barriers or difficulties encountered, planned activities for the next reporting period, and an estimate of total expenditures for the next three months.

Additional supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to: timesheets, case notes, logs, purchase orders, trainings, etc.

Payment Requests: The remaining tabs of the ARR will serve as the Payment Request. Each category that funds are being reimbursed under must contain: a description of the item/service, the quantity and unit cost, the date costs were incurred, the method of payment (check, credit card, EFT, etc.), and the total amount requested for reimbursement. All payment requests will be reviewed by the Department's grant manager and may be audited to the satisfaction of the Department and/or the Florida Department of Financial Services. If no expenses were incurred during the reporting period, only Tab 1 must be completed and submitted by the monthly reporting deadline.

Additional supporting documentation for all funds expended and received under this agreement must be maintained by the Recipient and made available upon request for monitoring purposes. Examples of additional supporting documentation include but are not limited to: requisitions, purchase orders, quotes, general ledgers, activity reports, contractual agreements, etc.

Payments

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes, or the Florida Constitution. The Department will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. Expenditures of state financial assistance shall be compliant with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services. All expenditures shall be allowable, reasonable, and necessary for the success of the award project. The Department's determination of acceptable expenditures shall be conclusive.

Award funds will be distributed on a cost-reimbursement basis for satisfactory performance of eligible activities. Payments will be processed in conjunction with receipt and review of supporting documentation to determine successful completion of minimum performance deliverables and to verify cost elements as specified in the approved budget **(Appendix C).** All Payment Requests must be certified by the Recipient's Chief Financial Officer (or financial designee) and include a statement that costs claimed are incurred in accordance with the agreement.

The final Payment Request shall be submitted to the Department no later than **July 31, 2025**. Any payment due under the terms of this agreement may be withheld until all required reports are received, and necessary adjustments have been approved by the Department. Final reconciliation and closeout of the agreement must be completed by both parties within forty-five (45) days of the end of the grant period.

Failure to comply with these provisions shall result in forfeiture of reimbursement and/or a refund of any advanced funding.

Administration

Changes to the following points of contact and chief officials below must be submitted to FDLE Office of Planning and Budgeting in writing.

Recipient Grant Manager

Name:	Jeremy Giddens
Address:	100 10th Street West Bradenton, FL 34205
Phone:	941-932-9350
Email:	jeremy.giddens@bradentonpd.com

Recipient Chief Official

Name:	Chief Melanie Bevan
Address:	100 10th Street West Bradenton, FL 34205
Phone:	941-932-9357
Email:	melanie.bevan@bradentonpd.com

Recipient Chief Financial Officer

Name:	Rob Perry
Address:	101 Old Main Street West Bradenton, FL 34205
Phone:	941-932-9442
Email:	rob.perry@bradentonpd.com

Florida Department of Law Enforcement (FDLE) Grant Manager

Name:	Taylor Luttenton
Title:	Government Analyst II
Address:	P.O. Box 1489 Tallahassee, FL 32302-1489
Phone:	850-410-7007
Email:	taylorluttenton@fdle.state.fl.us

Award #: OS005

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Planning and Budgeting

Signature: Jennifer Miller

Typed Name and Title: Jennifer Miller, Bureau Chief

Date: 12/2/2024

Recipient
Bradenton Police Department

Signature:

Typed Name and Title: Chief Melanie Bevan

Date: Nov 22, 2024

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee (if applicable)

Signature:

Typed Name and Title:

Date:

Additional Recipient Signatures (if applicable)

Signature:

Typed Name and Title:

Date:

Signature:

Typed Name and Title:

Date:

Appendix A - Special Conditions

Award Number: OS005
Recipient: Bradenton Police Department
Project Title: Online Sting Operations Grant Program for Local Law Enforcement
Project Period: 07/01/2024 – 6/30/2025

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

W0001	WITHHOLDING OF FUNDS: Prior to the drawdown of funds, Tab 1 – Reporting Overview must be filled out in its entirety to include the Total Stats Related to this Grant Funding section.
S0002	The Recipient must adhere to ICAC standards as it relates to online ICAC investigations.

Appendix B - Project Deliverables

Award Number: OS005
Recipient: Bradenton Police Department
Project Title: Online Sting Operations Grant Program for Local Law Enforcement
Project Period: 07/01/2024 – 6/30/2025

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Obtain software necessary to support the Recipient's creation of sting operations to target individuals who are soliciting children online.
Minimum Performance Criteria:	Completion of or progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered on the expenditure report.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $46,435.00.

Appendix C - Budget Details

Award Number:	OS005
Recipient:	Bradenton Police Department
Project Title:	Online Sting Operations Grant Program for Local Law Enforcement
Project Period:	07/01/2024 – 6/30/2025

Budget Category	Total
A. Software	$46,435.00
TOTAL	**$46,435.00**

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application or amendment.

All items purchased with these funds must be allowable in accordance with the approved budget, reasonably priced based on current market review, and necessary for the operations and success of the program.

The item(s) below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system", etc.

Award funds may be used to pay for applicable shipping, freight, and/or installation costs.

The Department's determination of acceptable expenditures requested for reimbursement shall be conclusive.

Equipment, Supplies, and Software

Funds may be used to reimburse supplies, equipment, and software directly related to online sting operations as described in the Scope of Work.

In order to receive reimbursement for equipment, supplies, and software, the Recipient must provide supporting backup documentation, including but not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The State Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

A. Software

- Software for digital evidence collection, investigation, management, storage, case preparation, and searching for digital evidence to locate additional photographs, emails, and search servers/computers for hidden data and associated shipping and handling costs at approximately $46,435.00. Term dates must be within the grant period.

Appendix D - Fiscal Year 2024-2025 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer, or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding: Advance funding may be provided to a subrecipient upon completion and submission of a Cash Advance Request form to the Department. The request must be signed by the Chief Financial Officer or the Chief Financial Officer designee. Advance funding should be requested only when the Subrecipient has an imminent and specific need to expend project funds. Cash advances must be spent on project costs within 30 days of receipt. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, a written request to retain the funds must be provided by the recipient and approved by the Department. An expenditure claim for advance funding must be submitted to the Department within 45 days of advance funding receipt.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it 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, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Planning and Budgeting any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Planning and Budgeting. The report must include 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. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency 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 Recipient.

Civil Rights: The Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors, or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers, or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). 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, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S., §218.39, F.S., and the applicable rules of the Department of Financial Services and the Auditor General. 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 Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., 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 215.97, F.S., 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). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state

awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Planning and Budgeting
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables, or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability, and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to Agreement Between the City of Bradenton and Axon Enterprise, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Request approval of second amendment to agreement, and extension of contract Between the City of Bradenton and Axon Enterprise, Inc. with respect to the Fusus Enterprise RTCC system.

Axon Enterprise, Inc. acquired Fusus in early 2024. The Fusus Enterprise platform provides the Bradenton Police Department with the capability to operate its Real Time Crime Center using CAD information, public and private video camera footage, and other useful data. Axon's acquisition of Fusus further enhances officer safety by allowing for direct integration with the Axon Body Worn Cameras (BWCs) for correlating officer location, monitoring BWC recording status, and accessing BWC live streaming, coupled with cloud-based storage utilizing Axon's Evidence.com.

FINANCIAL IMPACT:
Years 3-5 would need to be budgeted for in the future. Extending the agreement would provide a discount of approximately $75,000+ per year and the equipment was provided at no cost.

ATTORNEY REVIEW/RECOMMENDATION:

Paul Driscoll reviewed the addendum.

SUGGESTED MOTION:
Motion to approve the Second Amendment to the Agreement with Axon Enterprise, Inc.

ATTACHMENTS:
Second Amendment to Agreement with Axon Enterprise, Inc.

Second Amendment to Agreement Between the City of Bradenton and Axon Enterprise, Inc.

This Second Amendment ("**Amendment"**) is between Axon Enterprise, Inc. ("**Contractor"**) and the City of Bradenton ("**Agency**"). This Amendment is effective as of the last signature date on this Amendment. Contractor and the Agency are each a "**Party**" and collectively "**Parties**".

On September 1, 2021, the Parties entered into a Master Services and Purchasing Agreement between the City of Brandenton and Axon Enterprise, Inc. (the "**Agreement**"), for the Agency's purchase of Body-Worn Camera System Services, and on June 2nd 2023 the Parties entered into the First Amendment to the Agreement to add additional products. The Parties now wish to incorporate certain changes into the Agreement. The Parties therefore agree as follows:

1. The attached are hereby incorporated into the Agreement:
    a. Axon Respond Appendix, Axon Application Programming Interface Appendix, and FUSUS Appendix, all related to the purchase of FUSUS by the Agency ("**Exhibit A**").
    b. Quote # Q-578892-45589.629JB for the purchase of FUSUS by the Agency ("**Exhibit B"**).
2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.	**City of Bradenton**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

   5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

   5.3. the structure of and relationship of API Service resources; and

   5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

   6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

   6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

   6.3. misrepresent the source or ownership; or

   6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

FUSUS Appendix

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

   Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-578892-45589.629JB

Issued: 10/24/2024

Quote Expiration:

Estimated Contract Start Date: 11/01/2024

Account Number: 115454

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Bradenton Police Dept. - FL 100 10th St W Bradenton, FL 34205-8634 USA	Bradenton Police Dept. - FL 100 10th St W Bradenton FL 34205-8634 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Jack Brunk Phone: Email: jbrunk@axon.com Fax:	Scott MacDonald Phone: (941) 932-9300 Email: scott.macdonald@bradentonpd.com Fax: (941) 708-6225

Quote Summary

Program Length	60 Months
TOTAL COST	$650,000.40
ESTIMATED TOTAL W/ TAX	$650,000.40

Discount Summary

Average Savings Per Year	$51,674.52
TOTAL SAVINGS	$258,372.60

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	$100,000.40	$0.00	$100,000.40
Oct 2025	$100,000.00	$0.00	$100,000.00
Oct 2026	$150,000.00	$0.00	$150,000.00
Oct 2027	$150,000.00	$0.00	$150,000.00
Oct 2028	$150,000.00	$0.00	$150,000.00
Total	**$650,000.40**	**$0.00**	**$650,000.40**

Quote Unbundled Price:	**$908,373.00**
Quote List Price:	**$812,448.60**
Quote Subtotal:	**$650,000.40**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
M00018	BUNDLE - FUSUS ENTERPRISE	1	60	$15,139.55	$13,540.81	$10,833.34	$650,000.40	$0.00	$650,000.40
Total							**$650,000.40**	**$0.00**	**$650,000.40**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - FUSUS ENTERPRISE	101350	AXON RESPOND - FUSUSCORE - ELITE 2.0 44TB HDD STORAGE -T	2	1	10/01/2024
BUNDLE - FUSUS ENTERPRISE	101351	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE -T	4	1	10/01/2024
BUNDLE - FUSUS ENTERPRISE	101354	AXON RESPOND - FUSUSCORE - PRO AI 8TB HDD STORAGE - T	2	1	10/01/2024
BUNDLE - FUSUS ENTERPRISE	101356	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE -T	20	1	10/01/2024
BUNDLE - FUSUS ENTERPRISE	101425	AXON RESPOND - FUSUSCORE - CAD - T	1	1	10/01/2024
BUNDLE - FUSUS ENTERPRISE	101426	AXON RESPOND - FUSUSCORE - LISTEN - T	1	1	10/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE	101358	AXON RESPOND - FUSUSONE - ENTERPRISE LEVEL SAAS	1	11/01/2024	10/31/2029

Services

Bundle	Item	Description	QTY
BUNDLE - FUSUS ENTERPRISE	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	2
BUNDLE - FUSUS ENTERPRISE	101422	AXON RESPOND - FUSUS HARDWARE DEPLOYMENT	13

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	20	10/01/2025	10/31/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	10/01/2025	10/31/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	2	10/01/2025	10/31/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	10/01/2025	10/31/2029
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	10/01/2025	10/31/2029

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - FUSUS ENTERPRISE	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	10/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	100 10th St W	Bradenton	FL	34205-8634	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	M00018	BUNDLE - FUSUS ENTERPRISE	1	$100,000.40	$0.00	$100,000.40
Total				**$100,000.40**	**$0.00**	**$100,000.40**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	M00018	BUNDLE - FUSUS ENTERPRISE	1	$100,000.00	$0.00	$100,000.00
Total				**$100,000.00**	**$0.00**	**$100,000.00**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	M00018	BUNDLE - FUSUS ENTERPRISE	1	$150,000.00	$0.00	$150,000.00
Total				**$150,000.00**	**$0.00**	**$150,000.00**

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	M00018	BUNDLE - FUSUS ENTERPRISE	1	$150,000.00	$0.00	$150,000.00
Total				**$150,000.00**	**$0.00**	**$150,000.00**

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	M00018	BUNDLE - FUSUS ENTERPRISE	1	$150,000.00	$0.00	$150,000.00
Total				**$150,000.00**	**$0.00**	**$150,000.00**

Signature

Date Signed

12/18/2024



AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment 1 to Agreement 23FRP47 for LS03 Expansion and LS13 Demolition
SUGGESTED ACTION:	Council approval of the revised agreements and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FDEP revised standard language to the previously approved grant agreement. No financial impacts will be made.

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

SUGGESTED MOTION:
Motion to approve Amendment 1 to Agreement 23FRP47 for LS03 Expansion and LS13 Demolition.

ATTACHMENTS:
Amendment 1 to Agreement 23FRP47 for LS03 Expansion and LS13 Demolition

AMENDMENT NO. 1
TO AGREEMENT NO. 23FRP47
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 23FRP47 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bradenton LS03 Expansion and LS13 Demolition (Project), effective November 9, 2023; and,

WHEREAS, the Department has requested to add a new deliverable to the Agreement as set forth herein; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the Department has requested to add Exhibit M to the Agreement as set forth herein; and

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Andrea Pelton
Address: 3900 Commonwealth Blvd, MS#230
Tallahassee, Florida 32399
Phone: 850-245-2186
Email: Andrea.Pelton@FloridaDEP.gov

2. Attachment 1, Standard Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 1-A, Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1 shall hereinafter refer to Attachment 1-A, Revised Standard Terms and Conditions.

3. Attachment 2, Special Terms and Conditions is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

4. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-A, Revised Special Audit Requirements. All references in the Agreement to Attachment 5 shall hereinafter refer to Attachment 5-A, Revised Special Audit Requirements.

7. Attachment 6, Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-A, Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6, shall hereinafter refer to Attachment 6-A, Revised Program Specific Requirements.

8. Attachment 8, Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, is hereby deleted in its entirety and replaced with Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8, shall hereinafter refer to Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.

9. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1, Revised Progress Report Form.

10. Exhibit H, Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-1, Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H, shall hereinafter refer to Exhibit H-1, Revised Contractual Services Certification.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON

By: _____
Authorized Representative or Designee

Gene Brown, Mayor
Print Name and Title

Date: _____

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Alex Reed, Director of the Office of Resilience and Coastal Protection
Print Name and Title

Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-A	Revised Standard Terms and Conditions (14 pages)
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-A	Revised Special Audit Requirements (6 pages)
Attachment	6-A	Revised Program Specific Requirements (3 pages)
Attachment	8-A	Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-1	Revised Progress Report Form (1 page)
Exhibit	H-1	Revised Contractual Services Certification (1 page)
Exhibit	M	Match Expenditure Monitoring Form (2 pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-A

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. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 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 Development, 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 Development 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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
Revised Special Terms and Conditions
AGREEMENT NO. 23FRP47

ATTACHMENT 2-A

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 LS03 Expansion and LS13 Demolition Project. 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 $2,937,875 through cash or third party in-kind towards the work 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.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. For agreements funded solely with state funding or non-American Rescue Plan Act federal funding, the final payment will not be processed until the match requirement has been met.

If this Agreement is funded with any amount of federal American Rescue Plan Act funding, the Department may require that such federal funding be fully expended prior to utilizing requisite matching funds for Project costs. In such instance, Grantees subject to match requirements must demonstrate to the Department that the Grantee has designated the necessary amount of funds as match, which the Grantee certifies will be available for use in later phases of the Project, either after all federal funding has been expended or the federal deadline for expending American Rescue Plan Act funding has passed.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23FRP47

ATTACHMENT 3-A

PROJECT TITLE: City of Bradenton LS03 Expansion and LS13 Demolition

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION:
The City of Bradenton (Grantee) will implement the City of Bradenton LS03 Expansion and LS13 Demolition (Project). The proposed project will eliminate Lift Station 13 and construct a new gravity sewer system to redirect all sewage flows to Lift Station 03. The increased flow will require upgrades to the pumping capacity and force main for Lift Station 03. The project consists of design and permitting and construction tasks.

TASKS AND DELIVERABLES:

Task 1: City of Bradenton LS03 Expansion and LS13 Demolition

The Grantee will complete the following under this Project:

Sea Level Impact Projection (SLIP) Study Report
The Grantee will submit a SLIP study report, if applicable, pursuant to the relevant Florida Statute (F.S.; s. 161.551, F.S., before July 1, 2024, and s. 380.0937, F.S., thereafter) and Chapter 62S-7, Florida Administrative Code (F.A.C.). The SLIP study report must be submitted to the Department, approved, and published for at least 30 days before construction begins. This will inform the project owner about the potential effects of sea level rise and coastal flooding on the structure so they can use this information in project planning and adaptation. Visit the SLIP tool website (Florida SLIP Tool) for more information.

Design and Permitting
The Grantee will acquire professional services for the engineering and design of a lift station adjacent to the existing LS03, demolition of several elements of the existing LS03, demolition of existing LS13, abandonment of the existing LS13 sanitary collection system, and construction of a new gravity sewer system to direct flow to LS03 from the LS13 sewershed and obtain all necessary permits for construction of the Project. Design and permitting activities may include coastal or civil engineering analyses, preparation of plans and specifications, physical and environmental surveys, cultural resource surveys, design-level geotechnical services, environmental analyses, orthophotography, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate local, state and federal regulatory agencies. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Construction

The Grantee will construct a lift station on City-owned property adjacent to the existing LS03, demolish existing LS13 and several elements of the existing LS03, restore the LS13 site, abandon the existing LS13 sanitary collection system, and construct a new gravity sewer system to direct flow to LS03 from the existing LS13 sewershed in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all local, state, and federal permits. Project Management activities may include field engineering services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit:

- **1.1:** Published SLIP Study Report and the confirmation email stating the report was published on the Department's website for no less than thirty (30) days before construction commences. **This is a no cost deliverable.**
- **1.2:** All final design documents as signed by a Florida-registered Professional Engineer or other applicable Florida Licensed Professional in responsible charge of the design.
- **1.3:** A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8;
- **1.4:** A copy of the final design and record (as-built) drawings;
- **1.5:** A Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project; and
- **1.6:** Coordinate final site visit with Department and submit the Closeout Site Visit Form received from assigned Field Agent.
- **1.7**: Project administration and management report(s) signed by the Grantee's Grant Manager or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities which may also include project and site inspections;
    - Meeting minutes to all attended meetings, as applicable; and
    - Field notes, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov on or before the Task Due Date listed in the Project Timeline. If the Project is not completed by the Agreement's Date of Expiration, all remaining Project deliverables must be submitted no later than sixty (60) days following the completion of the Project, as required by Paragraph 14 to Attachment 6, Program-Specific Requirements. 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 non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted in coordination with the Department's Grant Manager. 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 deliverables(s) listed within the task and the Department's approval provided by the Deliverable Acceptance Letter. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, 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. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request. For Projects funded with federal American Rescue Plan Act funds that are not completed by the Agreement End Date, these Consequences for Non-Performance will not apply if all Department funds have been expended and only Match funds remain.

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 and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. 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	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	City of Bradenton LS03 Expansion and LS13 Demolition	$2,937,875	$2,937,875	$5,875,750	Upon Execution	06/30/2026
	Total:	**$2,937,875**	**$2,937,875**	**$5,875,750**		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

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 and 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
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-A

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 $1,000,000 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 $1,000,000 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 $1,000,000 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
Amendment 1	U.S. Department of Treasury	21.027	SLFRP0125	$2,937,875.00	197-H23
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
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	$2,937,875.00	

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 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.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-A

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. 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 submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. 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.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must 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) 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."

6. 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 Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. 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.

8. 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.

9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a 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 published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. 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 required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure

to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

ATTACHMENT 8-A
Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-1
REVISED 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 progress report 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
REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-1

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 23FRP47

Project Title: City of Bradenton LS03 Expansion and LS13 Demolition

Grantee: City of Bradenton

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

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;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. 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 4. 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 ENVIONMENTAL PROTECTION
MATCH EXPENDITURE MONITORING FORM
RESILIENT FLORIDA PROGRAM

Exhibit M

Only applicable for grant agreements funded by the American Rescue Plan Act (ARPA) funds.

DEP Agreement Number: 23FRP47

Project Title: City of Bradenton LS03 Expansion and LS13 Demolition

Grantee: City of Bradenton

If the ARPA-funded portion of the above-identified grant is completed or the Grantee has received the final reimbursement of ARPA funds available in the Agreement, and the Project is not completed by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), then this Exhibit will apply, as per Paragraph 14 to Attachment 6, Program-Specific Requirements. The Grantee will complete and submit this Exhibit to ResilientFloridaGrants@FloridaDEP.gov either prior to or with the final Exhibit C, Payment Request. This Exhibit must be submitted to the Department in order to formally close out the grant in the Florida Accountability Contract Tracking System (FACTS) and to identify all remaining deliverable(s) which are to be completed solely using the Grantee's match funding.

The Department will conduct monitoring of the Project, which will extend beyond the Agreement's Date of Expiration, in order for the Grantee to submit all remaining Project deliverables and meet the Match Requirements established in Section 7 to Attachment 2, Special Terms and Conditions. Monitoring will be concluded once all remaining Project deliverables required by this Exhibit have been received and accepted in writing by the Department. The remaining match-funded Project deliverables, as identified below, will be submitted after the Task Due Date listed in the Project Timeline and Budget Detail table.

The Grantee will assist the Department in completing the Project's match-funded monitoring activities by submitting the following to the Department:

1. An Exhibit A, Progress Report Form, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified here: Quarter 1: Jul – Sep; Quarter 2: Oct – Dec; Quarter 3: Jan – Mar; and Quarter 4: Apr – Jun; until the Project is completed, and monitoring is no longer required.
2. An Exhibit C, Match Detail Form, and all supporting fiscal documentation, submitted no later than twenty (20) calendar days following the completion of each quarter, as identified above; until the Project is completed, and monitoring is no longer required.
3. Notice of final Project completion, including the date of completion, submitted to the Department no later than thirty (30) days following the completion date of the Project.
4. Full submission of remaining match-funded deliverables for all Project tasks, as listed in the table below (use additional pages, if needed).

Task Number	Deliverable Number	Deliverable Description

Failure to submit this Exhibit and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

Certification: By signing below, I certify that, on behalf of the Grantee listed above, the remaining match-funded deliverable(s) along with all related monitoring activities will be provided to the Department as described in this Exhibit.

Grantee Grant Manager Name: _____

Grantee Grant Manager Signature: _____ Date: _____

AGENDA ITEM NO. 6.ab

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment 1 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan
SUGGESTED ACTION:	Council approval of the revised agreements and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FDEP revised standard language to the previously approved grant agreement. No financial impacts will be made.

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

SUGGESTED MOTION:
Motion to approve Amendment 1 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan.

ATTACHMENTS:
Amendment 1 to Agreement 23PLN118 for the Vulnerability Assessment and Adaptation Plan

AMENDMENT NO. 1
TO AGREEMENT NO. 23PLN118
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 23PLN118 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bradenton Vulnerability Assessment and Adaptation Plan (Project), effective October 4, 2023; and,

WHEREAS, the Department has requested an update to the Project Title shall hereinafter change from, "City of Bradenton Vulnerability Assessment and Adaptation Plan" to "City of Bradenton Comprehensive Vulnerability Assessment" with regards to any and all past, current, and future Project documents and communications directly concerning Agreement Number 23PLN118; and,

WHEREAS, the parties have agreed to a revision of the Task 1 description and Task 4 deliverables in Attachment 3, Grant Work Plan; and,

WHEREAS, the Department has requested an update to Attachment 2, Attachment 3, and Exhibit I following updates from the Office of the General Counsel and resilient Florida Program; and,

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Attachment 2, Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-A, Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2 shall hereinafter refer to Attachment 2-A, Revised Special Terms and Conditions.

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.

3. Exhibit I, Vulnerability Assessment Compliance Certification Checklist, is hereby deleted in its entirety and replaced with Exhibit I-1, Revised Vulnerability Assessment Compliance Certification Checklist, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Exhibit I shall hereinafter refer to Exhibit I-1, Revised Vulnerability Assessment Compliance Certification Checklist.

4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Gene Brown, Mayor Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	2-A	Revised Special Terms and Conditions (3 pages)
Attachment	3-A	Revised Grant Work Plan (6 pages)
Exhibit I	I-1	Revised Vulnerability Assessment Compliance Checklist (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Terms and Conditions
AGREEMENT NO. 23PLN118

ATTACHMENT 2-A

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 Comprehensive Vulnerability Assessment. 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
There is no match required on the part of the Grantee under this Agreement.

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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 23PLN118

ATTACHMENT 3-A

PROJECT TITLE: City of Bradenton Comprehensive Vulnerability Assessment

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 (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093 Florida Statutes (F.S.) as well as develop a preliminary 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.

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: 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:

- **4.1:** 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
- **4.2:** 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 5: 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:

- **5.1:** 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
- **5.2:** 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 6: 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:

- **6.1:** Meeting agendas to include location, date, and time of meeting;
- **6.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **6.3:** 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;
- **6.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **6.5:** A summary report including attendee input and meeting outcomes, to include defining focus areas recommended by the community.

Task 7: 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:

- **7.1:** 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.;
- **7.2:** 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

- **7.3:** 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
- **7.4:** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: 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 9: 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 provide the 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:

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;
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;
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;
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; and
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.
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	$38,000	$19,000	$57,000	7/1/2022	3/31/2025
4	Exposure Analysis	Contractual Services	$16,000	$8,000	$24,000	7/1/2022	3/31/2025
5	Sensitivity Analysis	Contractual Services	$18,000	$9,000	$27,000	7/1/2022	3/31/2025
6	Public Outreach Meeting #2	Contractual Services	$2,000	$1,000	$3,000	7/1/2022	3/31/2025
7	Final Vulnerability Assessment Reports, Maps, and Tables	Contractual Services	$24,000	$12,000	$36,000	7/1/2022	3/31/2025
8	Adaptation Plan	Contractual Services	$10,000	$5,000	$15,000	7/1/2022	3/31/2025
9	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
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT I -1
REVISED VULNERABILITY ASSESSMENT COMPLIANCE CERTIFICATION CHECKLIST

The current **Exhibit I, Vulnerability Assessment Compliance Certification Checklist,** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. The checklist must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit I that occur during the grant agreement period.

https://floridadep.gov/Resilient-Florida-Program/Grants

AGENDA ITEM NO. 6.ac

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Agreement
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Amendment 2 to Agreement 22FRP04 for Eastside Drainage Improvements
SUGGESTED ACTION:	Council approval of the revised agreements and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FDEP revised standard language to the previously approved grant agreement. No financial impacts will be made.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Amendment 2 to Agreement 22FRP04 for Eastside Drainage Improvements.

ATTACHMENTS:
Amendment 2 to Agreement 22FRP04 for Eastside Drainage Improvements

AMENDMENT NO. 2
TO AGREEMENT NO. 22FRP04
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
CITY OF BRADENTON

This Amendment to Agreement No. 22FRP04 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and City of Bradenton (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Bradenton Eastside Drainage Improvements (Project), effective December 19, 2022, and amended on August 8, 2024; and,

WHEREAS, the Department has requested to add a new deliverable to the Agreement as set forth herein; and,

WHEREAS, the parties have agreed to update Attachment 2: Section 7. Match Requirements, Section 15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity, and Section 16. Additional Terms to the Agreement as set forth herein; and,

WHEREAS, the Department has requested an update to the Performance Measures, Consequences for Non-Performance, Payment Request Schedule, and Project Timeline and Budget Detail in Attachment 3; and,

WHEREAS, the Department has requested an update to Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, Attachment 6, Attachment 8, Exhibit A and Exhibit H following updates from the Office of the General Counsel.

WHEREAS, other changes to the Agreement are necessary.

NOW THEREFORE, the Department and Grantee hereby agree as follows:

1. Section 6. of the Standard Grant Agreement is hereby revised to the following:

Department's Grant Manager
Name: Katie Hoover
Address: 3900 Commonwealth Blvd, MS#230
Tallahassee, Florida 32399
Phone: 850-245-7533
Email: Katharine.L.Hoover@FloridaDEP.gov

2. Attachment 1-A, Revised Standard Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 1-B, Second Revised Standard Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 1-A shall hereinafter refer to Attachment 1-B, Second Revised Standard Terms and Conditions.

3. Attachment 2-A, Revised Special Terms and Conditions, is hereby deleted in its entirety and replaced with Attachment 2-B, Second Revised Special Terms and Conditions, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 2-A shall hereinafter refer to Attachment 2-B, Second Revised Special Terms and Conditions.

4. Attachment 3-A, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-B, Second Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-A shall hereinafter refer to Attachment 3-B, Second Revised Grant Work Plan.

5. Attachment 4, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment 4-A, Revised Public Records Requirements. All references in the Agreement to Attachment 4 shall hereinafter refer to Attachment 4-A, Revised Public Records Requirements.

6. Attachment 5-A, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-B, Second Revised Special Audit Requirements. All references in the Agreement to Attachment 5-A shall hereinafter refer to Attachment 5-B, Second Revised Special Audit Requirements.

7. Attachment 6-A, Revised Program Specific Requirements, is hereby deleted in its entirety and replaced with Attachment 6-B, Second Revised Program Specific Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 6-A, shall hereinafter refer to Attachment 6-B, Second Revised Program Specific Requirements.

8. Attachment 8-A, Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, is hereby deleted in its entirety and replaced with Attachment 8-B, Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 8-A, shall hereinafter refer to Attachment 8-B, Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements.

9. Exhibit A-1, Revised Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-2, Second Revised Progress Report Form, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A-1 shall hereinafter refer to Exhibit A-2, Second Revised Progress Report Form.

10. Exhibit H-1, Revised Contractual Services Certification, is hereby deleted in its entirety and replaced with Exhibit H-2, Second Revised Contractual Services Certification, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit H-1, shall hereinafter refer to Exhibit H-2, Second Revised Contractual Services Certification.

11. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

CITY OF BRADENTON	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
By: _____ Authorized Representative or Designee	By: _____ Secretary or Designee
Gene Brown, Mayor Print Name and Title	Alex Reed, Director Print Name and Title
Date: _____	Date: _____

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	1-B	Second Revised Standard Terms and Conditions (14 pages)
Attachment	2-B	Second Revised Special Terms and Conditions (3 pages)
Attachment	3-B	Second Revised Grant Work Plan (3 pages)
Attachment	4-A	Revised Public Records Requirements (1 page)
Attachment	5-B	Second Revised Special Audit Requirements (7 pages)
Attachment	6-B	Second Revised Program Specific Requirements (3 pages)
Attachment	8-B	Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements (6 pages)
Exhibit	A-2	Second Revised Progress Report Form (1 page)
Exhibit	H-2	Second Revised Contractual Services Certification (1 page)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED STANDARD TERMS AND
CONDITIONS APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1-B

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. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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.

l. 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. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in 2 CFR 200. 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 grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 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 Development, 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 Development 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. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extend authorized by federal law, the Department, its grantees, contractors and subcontractors shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. 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
Second Revised Special Terms and Conditions
AGREEMENT NO. 22FRP04

ATTACHMENT 2-B

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 Eastside Drainage Improvements. 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
There is no match required on the part of the Grantee under this Agreement.

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. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
a. Paragraph 8.j. of Attachment 1 is deleted and replaced with a new paragraph 8.j.:

A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than October 31, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee Name no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

b. Paragraph 8.i. of Attachment 1 is deleted.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED GRANT WORK PLAN
AGREEMENT NO. 22FRP04

ATTACHMENT 3-B

PROJECT TITLE: City of Bradenton Eastside Drainage Improvements

PROJECT LOCATION: The Project is located in the City of Bradenton within Manatee County, Florida.

PROJECT DESCRIPTION: The City of Bradenton (Grantee) will complete City of Bradenton Eastside Drainage Improvements (Project) to expand an existing stormwater system and construct new components to reroute storm runoff away from an overburdened 10th Ave E pond and will create a new system to the northwest. The new system will direct water through an approximately 2,300 linear foot storm system that includes two retention swales and a pond to reduce peak flow, allow for infiltration where none currently exists and add a water quality component. The swales will be constructed in the City right of way or drainage easements and the pond is planned on a piece of property owned by the City. The project will reduce the runoff collection on 10th Ave E to prevent homes from flood waters and to reduce roadway ponding.

TASKS AND DELIVERABLES:

Task 1: City of Bradenton Eastside Drainage Improvements

The Grantee will complete the following under this Project:

Design and Permitting
The Grantee will acquire professional services for the survey, engineering, design, and bid services of the Eastside Drainage Improvements from 8th Ave E to 13th Ave E and obtain all necessary permits for construction of the Project. The Grantee will perform preconstruction project administration, to include project scope of work determination, planning and development of proposed project(s), design consultant direction and oversight, meetings with design professionals and construction contractor(s) and overall project coordination and supervision.

Design and permitting activities include civil engineering storm water analyses, preparation of plans and specifications, physical and environmental surveys, design-level geotechnical services, environmental analyses, plan formulations and other necessary studies for obtaining environmental permits, and other Project-related authorizations. The Grantee will submit its work products to the appropriate state or federal regulatory agencies for permitting purposes. The Engineer of Record will provide bid services including, but not limited to, preparation of bid documents, responding to contractor questions in writing, attend a pre-bid meeting, provide a bid tabulation, and an Engineer's letter of recommendation for the construction award.

Construction
The Grantee will construct the Eastside Drainage Improvements from 8th Ave E to 13th Ave E in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction award. Activities include mobilization, demobilization, excavation, maintenance of traffic, stormwater pipe and structure installation, utility relocation, concrete work, paving, and restoration using industry standard methods of construction. Construction shall be conducted in accordance with all state or federal permits. Project Management activities may include field engineering

services, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Deliverables: The Grantee will submit:

- **1.1**: All final design documents as signed by a Florida-registered Professional Engineer;
- **1.2**: A copy of final permit documents from all applicable local, state, and federal regulatory agencies for all permits required for the Project. This should include any permits listed in the original project application and as required by Attachment 8;
- **1.3**: A copy of the final design and record (as-built) drawings;
- **1.4**: A signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request;
- **1.5**: When construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer or authorized individual in responsible charge of project;
- **1.6:** Project administration and management report(s) signed by the Grantee's Grant Manager or a Florida-registered Professional Engineer or authorized individual in responsible charge of project. The report(s) must cover the performance period of the task and can be submitted no more frequently than monthly during the performance period of the task. The report(s) must include:
    - A summary of project administration activities which may also include project and site inspections;
    - Meeting minutes to all attended meetings, as applicable; and
    - Field notes, if applicable.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to ResilientFloridaGrants@FloridaDEP.gov 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 non-acceptance of the deliverable(s) to the Grantee within thirty (30) calendar days. Deliverables that the Department determines are not acceptable must be corrected and resubmitted within thirty (30) calendar days prior to the Agreement's Date of Expiration, and in coordination with the Department's Grant Manager. 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. All deliverables must be received by the Task Due Date and accepted by the Department on or before the Agreement's Date of Expiration, or the Consequences for Non-Performance set forth herein shall apply.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received and accepted by the Department at one hundred percent (100%) completion on or before the Agreement's Date of Expiration, 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. For each task deliverable not received by the Department by the specified Task Due Date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) by 5% per calendar day, which will be

imposed until the Department has received the task deliverable. The Consequence for Non-Performance will be applied to and included in the relevant task deliverable's payment request.

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 and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department's Grant Manager for all reporting periods dating back to the Agreement Begin Date. 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. For Projects funded with federal American Rescue Plan Act funds, requests for any change(s) must be submitted to the Department prior to October 1, 2024. 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	DEP Amount	Task Start Date	Task Due Date
1	City of Bradenton Eastside Drainage Improvements	$1,145,000	Upon Execution	6/30/2026
	Total:	$1,145,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements

Attachment 4-A

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 and 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
Second Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-B

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 $1,000,000 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 $1,000,000 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 $1,000,000 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
Amendment 2	U.S. Department of Treasury	21.027	SLFRP0125	$1,145,000.00	152-D22
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
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	$1,145,000.00	

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 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.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
SECOND REVISED PROGRAM-SPECIFIC
REQUIREMENTS
RESILIENT FLORIDA PROGRAM

ATTACHMENT 6-B

General

1. Deliverable and Payment Request Submissions. All grant deliverables and payment requests (Exhibit C) must be submitted to ResilientFloridaGrants@FloridaDEP.gov.

2. 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 submitting a payment request for contractual services.

3. Grantee Match Form. If the grant agreement includes match requirements in Attachment 2, the Grantee must submit the Grantee Match Form upon execution of the grant agreement and at any time there are changes to the match funding amount and/or funding source throughout the grant agreement period.

4. 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.

5. DEP Logo and Funding Source Disclaimer. The final Vulnerability Assessment Report, Adaptation Plan report or document, and any permanent signage created for an implementation project included on the Statewide Flooding and Sea Level Rise Resilience Plan must 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) 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."

6. 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 Exhibit A, Progress Report Form, only in instances where the next quarterly progress report falls after the Agreement's Date of Expiration. For grants funded with American Rescue Plan Act (ARPA) Funds that are not completed by the Agreement's Date of Expiration, Exhibit F must also be submitted to ResilientFloridaGrants@FloridaDEP.gov upon completion of the project, which may be after the Agreement's Date of Expiration.

7. 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.

8. 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.

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9. Program Deliverable Acceptance and Disclaimer. The Department's acceptance of any specific project's task deliverables required by that project's Resilient Florida Program grant agreement, does not guarantee the Department's acceptance of the same or similar task deliverables, as required by a different Resilient Florida Program grant agreement, notwithstanding the Grantee(s) and/or project(s) at issue being the same or similar. The Department will review and accept all deliverables individually, pursuant to the terms and conditions of each grant agreement for which they are submitted, including Attachment 3, Grant Work Plan. The Department's acceptance of a specific deliverable does not constitute the Department's confirmation that the conclusions or statements made within said deliverable are truthful or accurate, including, but not limited to, claims of scientific validity and the certification of engineering practices. If a dispute arises between the Department and Grantee regarding the veracity of a specific deliverable's content, the Department may request that the Grantee provide additional documentation (e.g., a certification statement signed and sealed by a licensed Professional Engineer), verifying that the conclusions or statements at issue are true and correct to the best of the Grantee's knowledge, prior to the Department's acceptance of said deliverable.

10. Sunshine Law Compliance. As per Paragraph 23 to Attachment 1, Standard Terms and Conditions, the Grantee is solely responsible for ensuring that its actions (and those of its agents) under the Agreement are made in compliance with Section 286.011, Florida Statutes—Florida's Government in the Sunshine Law—where applicable.

Implementation Grants

11. Sea Level Impact Projection Study Requirement. If a state-funded construction project is located within an area where a Sea Level Impact Protection (SLIP) study is required pursuant to Section 380.0937, Florida Statutes, the Grantee is responsible for conducting such a 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 published on the Department's website for at least thirty (30) days before construction can commence. Upon submission to the Department, SLIP study reports must meet all relevant statutory requirements, as well as the standards and criteria indicated in Chapter 62S-7, Florida Administrative Code.

12. 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 required, acquired, and approved permits for the project.

13. Grant funds may not be used to support ongoing efforts to comply with certain legal requirements or actions that were unanticipated, non-existent, or unknown to the Department at the time of this Agreement's execution, including regulatory and permit compliance requirements, non-compliance and citation fees, fees resulting from unanticipated permit conditions, settlement agreements, and compliance with formal or informal enforcement actions to resolve violations of applicable rules and statutes (including consent orders, Closed Without Official Enforcement agreements, and similar enforcement actions). Grant funds may be utilized to support ongoing efforts to comply with permit-required conditions, as approved by the Resilient Florida Program (e.g., pre-, during-, and post-construction monitoring and mitigation efforts).

Grants Funded with American Rescue Plan Act (ARPA) Funds

14. Match Expenditure Monitoring. For any match-funded deliverable(s) identified in Attachment 3, Grant Work Plan, not accepted by the Department by the Date of Expiration listed in Section 3 to the Standard Grant Agreement (as modified by any properly executed amendment(s), as applicable), the Grantee must submit Exhibit M, Match Expenditure Monitoring Form, to the Department prior to ARPA-funded grant closeout to

identify all remaining deliverable(s) which are to be completed solely using Grantee match funding. Failure to submit Exhibit M and all remaining Project deliverables to the Department, as well as meet the Match Requirements identified in Section 7 to Attachment 2, may hinder the Grantee's chances of receiving future grant awards from the Resilient Florida Program.

ATTACHMENT 8-B
Second Revised Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term "Recipient" shall mean "Grantee."

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than $150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
C. Wholly or partly suspend or terminate this Contract.
D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of "federally assisted construction contract" as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of $100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non- Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S. C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of $100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control

Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding $100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:
https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

i. Grantees who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as partof any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
B. Procure a commercial sex act during the period of time that the award is in effect; or
C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.

C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to $30,000 awarded on or after October1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative descripting the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

The Department must obligate all funds from SLFRF by December 31, 2024, and all such obligated funds must be expended by December 31, 2026. As such, the Contractor must submit all invoices by September 30, 2026, unless approved in writing by the Department.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

i. Projected/actual construction start date (month/year)
ii. Projected/actual initiation of operation date (month/year)
iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER $10 MILLION

For infrastructure projects over $10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

i. The number of employees of contractors and sub-contractors working on the project;
ii. The number of employees on the project hired directly and hired through a third party;
iii. The wages and benefits of workers on the project by classification; and
iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire

collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

i. How the Grantee will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associatedwith workplace illnesses, injuries, and fatalities;
iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts, as appliable:

i. National Pollutant Discharge Elimination System (NPDES) Permit Number, for projects aligned with the Clean Water State Revolving Fund

ii. Public Water System (PWS) ID number, for projects aligned with the Drinking Water State Revolving Fund.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT A-2
SECOND REVISED 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 progress report 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
SECOND REVISED CONTRACTUAL SERVICES CERTIFICATION

Exhibit H-2

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP04

Project Title: City of Bradenton Eastside Drainage Improvements

Grantee: City of Bradenton

Subcontractor: _____

Note: Submit separate Exhibit H Certification for each additional subcontractor.

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;
4. A copy of the Grantee's executed subcontract agreement, as required by Attachment 2, Paragraph 11; and
5. 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 4. 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

AGENDA ITEM NO. 6.ad

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 002 - LECOM Visitor's Clubhouse Renovation

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The construction contract accounts for the removal of the fire hydrant located at the entrance to the new bus parking, but it didn't include conditions found at the time the pipes were excavated. The shut off valves at 13th Ave. West and 17th Ave. West need to be shut off to stop the flow of water and perform this activity. This condition was unknown to PW & Utilities. The 17th Ave. West valve doesn't shut off completely and water continues to flow in the pipe section needed to be dry to take out the existing fire hydrant. PW Engineering recommended placing two (2) stop valves at either side of the existing fire hydrant, cut the pipe and replace the fire hydrant assembly with a new straight section of pipe. PW Engineering's recommendation represents additional cost and work for the contractor.

FINANCIAL IMPACT:
The cost of the additional work is $11,505.44

SUGGESTED MOTION:
Approval of contract Change Order No. 002 with NDC for the additional work in the amount of $11,505.44.

ATTACHMENTS:
Change Order No. 002

NDC Construction Company
1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request

To: Jean Totti
City of Bradenton
101 Old Main Street
Bradenton, FL 34205
Ph: (941)462-1999

Number: 10
Date: 11/14/2024
Job: 00590 LECOM Visitor Clubhouse Addn
Phone:
Date Sent: 11/14/2024

Description: Line Stops in Main to Remove Hydrant Assembly & T

We are pleased to offer the following specifications and pricing to make the following changes:

Per City of Bradenton Public Works Field directive received 11/7/2024, modify the scope of work previously approved in CR 05. Specifically, place line stops North and South on the main supply line from the connection of the fire hydrant T. Remove the hydrant assembly from the main supply line including the T and replace it with a 6" straight pipe. Original Scope of Work was approved by City Council on 09/25/2024 for $54,114.65 to install a insertion value by 13th Street. After the main line was uncovered it was discovered the main line was installed only 14" from the surface of the road. Which is too shallow for the insertion valve.

$55,708.73	Line Stops and Replace Hydrant Assembly with Straight Pipe on Main
$5,242.50	Cost incurred from trying to install the insertion valve on 11/04/2024.
<$54,114.65>	Budget Approved for CR 05 Insertion Valve
$11,505.44	New CR 10 to Cover the Increase

The total direct cost to perform this work is $11,505.44
(Please refer to attached sheet for details.)

Total: **$11,505.44**

If you have any questions, please contact me at 941-747-1062.

Submitted by: Jim Bendel
NDC Construction Company

Approved by:
Date: 11/20/24

NDC Construction Company
1001 3rd Ave West Suite 600
Bradenton, FL 34205
Ph : 941-747-1062

Change Request 10 Price Breakdown
Continuation Sheet

Description: Line Stops in Main to Remove Hydrant Assembly & T

Description	Labor	Material	Equipment	Subcontract	Other	Price
Provide all labor, materials, and equipment to replace the entire hydrant assembly including the T with a 6" straight pipe on the main supply line. The following is the scope of Work: 1) Use the current MOT plan but move South on 9th St E to cover the work area. 2) Excavate and Dewater on 9th St E where the line stops will be installed on the main supply line. Furnish and install two 6" line stops on the main supply line to the North and South of the insertion of the Hydrant being removed. Remove Hydrant T on main line and replace with straight 6" DIP with 2-6" Hymax Couplings and 6" Restraints. Backfill Roadway. 3) Patch Asphalt & Mill and Overlay (400 square yards). Restripe in Mill and overlay area. 4) Replace Damaged Curb in the Excavated Area.				$55,708.73		$55,708.73
Cost incurred from trying to install the insertion valve on 11/04/2024.				$5,242.50		$5,242.50
Budget already approved for CR 05 Insertion Valve				$-54,114.65		$-54,114.65
SDI		$883.79				$883.79
Bond		$737.51				$737.51
Fee		$3,047.56				$3,047.56

Subtotal: **$11,505.44**

EXHIBIT A

NDC CONSTRUCTION COMPANY

LECOM Visitor Clubhouse Addition - Bradenton, FL

Stop Valves and Replace Main Line Pipe

November 13, 2024

SECT.	ITEM	Qty	Unit	Unit Cost	Bid Amount	
DIV 2	***Sitework***			**DIV 2 Subtotal = $60,951.23**		
	Double 6" Line Stops installed by Rangeline	1.00	LS	13,883.60	13,883.60	
	Material to Replace Hydrant Tee (6" DIP 20 lf, 2-6" Hymax Couplings, 6" Restaints, 4" Bypass Fittings	1.00	LS	3,640.80	3,640.80	
	Site work: Excavate & Prep Hole for line stops, encase line stops in concrete, Install one restraint upstream of each line stop					
	Machine (2 days)	1.00	LS	3,600.00	3,600.00	
	Labor (3 days)	1.00	LS	3,420.00	3,420.00	
	Material	1.00	LS	2,420.33	2,420.33	
	Patch asphalt and Mill and Overlay (400)sy	1.00	LS	17,524.00	17,524.00	
	Restripe 9th St	1.00	LS	2,860.00	2,860.00	
	Replace Curb	1.00	LS	725.00	725.00	
	MOT	1.00	LS	7,635.00	7,635.00	
	Cost from Trying to Install Inserta Valve on 11/4 (Main to close to top off road - stopped install)					
	Rangeline to install Inserta Valve	1.00	LS	517.50	517.50	
	Site Work: Labor & Machine for Pipe excavation	1.00	LS	2,640.00	2,640.00	
	MOT	1.00	LS	2,085.00	2,085.00	
	Total Structure & Land Improvements				60,951.23	
	SDI	1.45%			883.79	
	Builders Profit	5.00%			3,047.56	
	Performance & Payment Bond	1.21%			737.51	
	Total Contract Amount				**$ 65,620.09**	

Jim Bendel

From: Dawn Jani <dawn.jani@bradentonfl.gov>
Sent: Thursday, November 7, 2024 10:53 AM
To: Jim Bendel; Joshua Tracey; Manuel Estevez; Kim Clayback; Phillip Campbell; Brian Norman
Cc: Jean Totti; Tiffany Shadik; Chris Gray; Larry Richard; PWEngineer
Subject: RE: [EXTERNAL] RE: Lecom - hydrant removal

Good morning,

We have had a chance to discuss the approach for the removal of the hydrant. COB does NOT allow the valves to come off the line at an angle, so the work proposed at 13th Ave W cannot go forward.

We are re-checking the valve at 17th Ave W to see if it closes. If it does, then one line stop shall be placed north of the existing hydrant. If it does not, then two line stops shall be used to isolate the hydrant, then the hydrant can be removed. A straight pipe shall be installed in between the two line stops and connected with approved Hymax fittings.

Please submit the necessary shop drawings ASAP. Send to the attention of PWEngineer@BradentonFL.gov

Phil Campbell will report to Kim his findings.

There is an approved MOT for the area near the old hydrant. Please adjust and send for approval. This can be sent to Kim directly in my absence, or I will be back in the office 11/18/24.

Feel free to reach out to Kim if you have any questions,

Best regards,

Dawn Jani | Engineering Plans Reviewer | Public Works & Utilities
I will be on vacation 11/8 through 11/17. In my absence, please contact:
Kim Clayback, Kim.Clayback@BradentonFL.gov, or 941-708-6304.
City of Bradenton
1411 9th Street West | Bradenton FL 34205 | (941) 708-6300 ext. 247
Direct: 941-245-1687 | Cell: 941-392-2606
Dawn.Jani@BradentonFL.gov

CITY OF BRADENTON EMAIL DISCLAIMER: Please note: Florida has a very broad public records law. Most written communications, to or from local officials regarding city business, are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

AGENDA ITEM NO. 6.ae

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Lift Station 14 Improvements

SUGGESTED ACTION: Council approval for work assignment for Bearing Point to install the isolation transformer and lighting/surge protection.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Power fluctuations and electrical surges experienced at the lift station have caused equipment to burn out and power failure at this critical location. The isolation transformer will better regulate the power flow into the station and lightning/surge protection will help protect sensitive electronic equipment.

Work is authorized using PB 21-01KC EX01, approved by Council on 02-08-2023 and expires 01-30-2026.

FINANCIAL IMPACT:
ARPA money is being utilized for this improvement and will be encumbered in GL acct 30358200-563000-LS14.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for improvements at LS14.

ATTACHMENTS:

Proposal from Bearing Point Construction, LLC

BEARING POINT CONSTRUCTION, LLC

10315 Technology Terrace Bradenton, FL 34211

Date: 11/8/2024

David Lopez Rivera

City of Bradenton Public Works and Utilities

1411 9th St W Bradenton, FL 34205

941.708.6300 x224

BPC PROJECT #24089

Lift Station #14 Transformer

We appreciate the opportunity to provide this proposal to the City of Bradenton. Bearing Point Construction will provide all labor, tools, subcontractors, and safety necessary to perform the below scope of work for LS14.

We propose to perform the following scope of work:

- Installation of Isolation Transformer (supplied by City of Bradenton)
- Provide & Install New Meter Can
- Provide & Install New 600a 4x Fused Disconnects w/600a Fuses
- Provide & Install Conduit & Conductor from Meter to Disconnect, Transformer, & Existing MCC
- TVSS/Surge for Disconnect at Iso Transformer, 4 VFD's, Control Panel, ATS, & Tennis Court Transformer.
- Scheduling of FPL & Permit Included

Labor Included:

- **Project Management - 40 hours @ $115 /Hour**
- **Field Foremen – 40 hours @ $115 /Hour**
- **Maintenance Mechanic – 32 hours @ 85/ Hour**

Total Labor = $11,920.00

Material, Rental Equipment and Subcontractors:

- Temporary Bypass
- Shore Power Electric

Material Total = $127,859.00

Grand Total = $139,779.00

Proposal Inclusion and Clarifications:

1. Temporary safe and reliable electric and water sources shall be provided within 100 feet of the work areas.
2. Progress payments to be paid within (30) days of invoicing.
3. 10% Markup is included on all material, equipment, and subcontractors.
4. All hardware/Unistrut to be stainless-steel and/or aluminum.

Proposal Exclusions :

1. Furnishing any equipment, parts, hardware, or any permanent materials not included in the above scope.
2. I&C.
3. Site security.
4. Temporary water or power.
5. Maintenance of traffic.

Joey Myers ***– Project Manager/Estimator***

Bearing Point Construction, LLC (305)793-0196

AGENDA ITEM NO. 6.af

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Manatee Heights Sidewalk Replacement

SUGGESTED ACTION: Council approval of the work assignment for Gator Grading and Paving for sidewalk replacement.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The project will replace existing sidewalk that exhibits trip hazards and a slope that is not ADA compliant.

The work is authorized by ITB 22-002KC, approved by Council on 12.15.2021 and expires 01.18.2025.

FINANCIAL IMPACT:
The work assignment will be encumbered by 30258200-563000-25803 with funds approved by Council in September 2024.

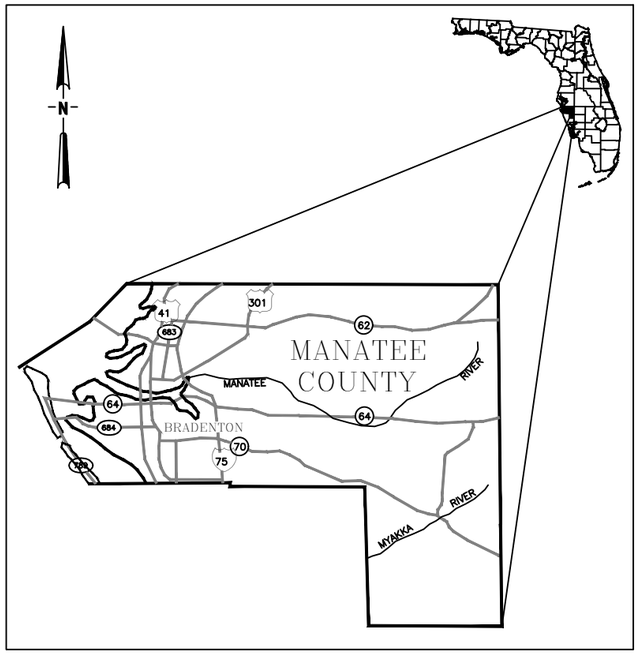
ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the sidewalk replacement work assignment in Manatee Heights.

ATTACHMENTS:
Construction Drawings
Gator Graving & Paving Proposal

26th STREET EAST
SIDEWALK REPLACEMENT PROGRAM

CONSTRUCTION DRAWINGS



SITE VICINITY MAP

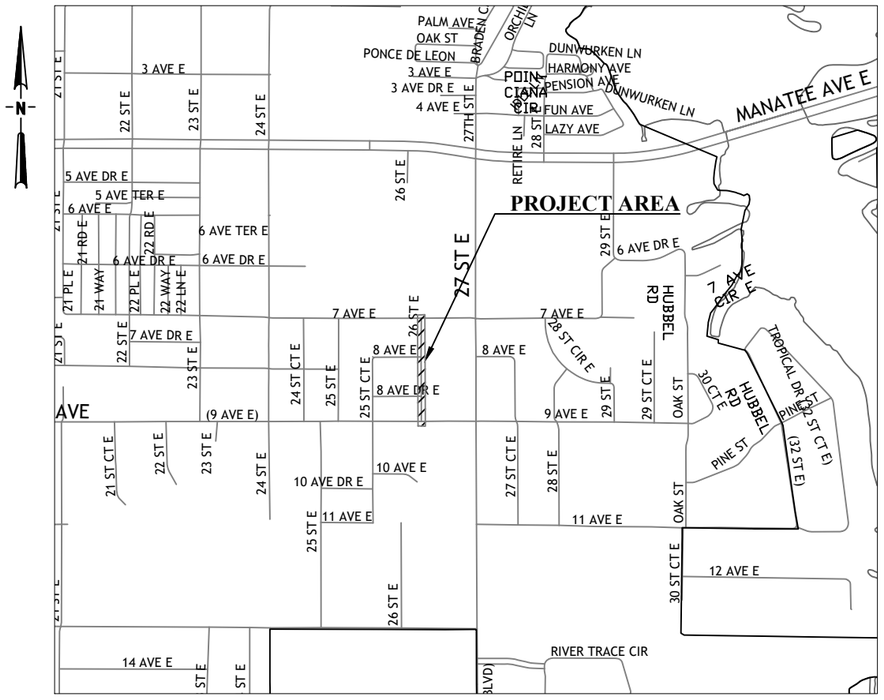
bradenton
The Friendly City
Public Works and Utilities

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT
JULY 2024

PROJECT ID: 30258200-563000-XXXXX



LOCATION MAP

ENGINEER OF RECORD:

KIM B. CLAYBACK. P.E.
P.E. NO.: 71516
CITY OF BRADENTON
1411 9TH STREET WEST
BRADENTON, FL 34205
(941) 708-6300



GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

26th STREET EAST
7TH AVE. E. TO 8th AVE E

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE JULY, 2024
SCALE 1"=20'
PROJECT NO. 40859000-563000-24502
DWG. NO. C-1

Filename: P:\ENGINEERING\INTERNAL PROJECTS\SIDEWALKS-BICYCLE-PEDESTRIAN FACILITIES\FY2024 CIP WORK ASSIGNMENTS\26TH STREET EAST SIDEWALK.DWG
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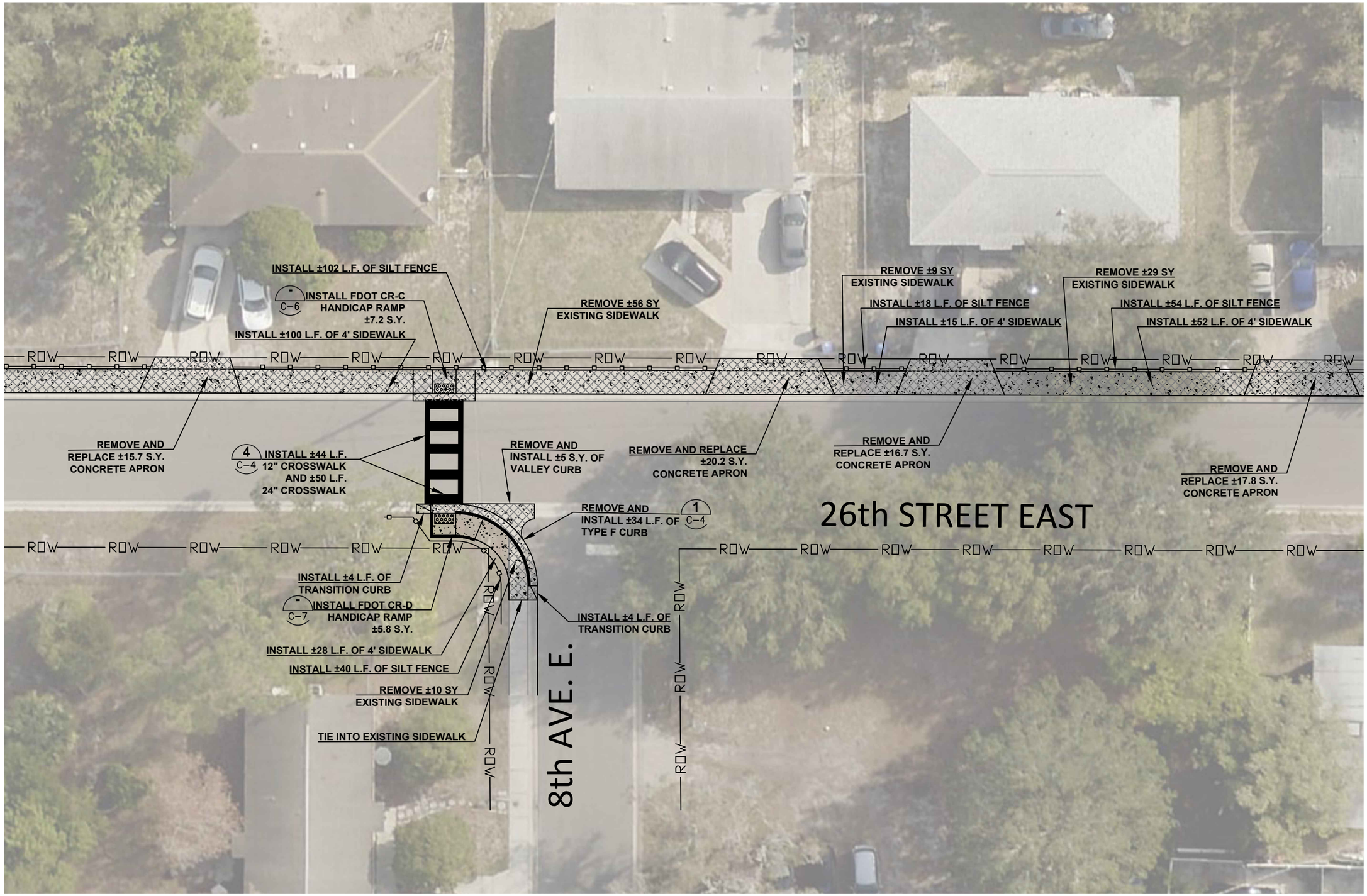

GRAPHIC SCALE
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SCALE IN FEET
1"=20'H

Filename: P:\ENGINEERING\INTERNAL PROJECTS\SIDEWALKS-BICYCLE-PEDESTRIAN FACILITIES\FY2024 CIP WORK ASSIGNMENTS\26TH STREET EAST SIDEWALK.DWG
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Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

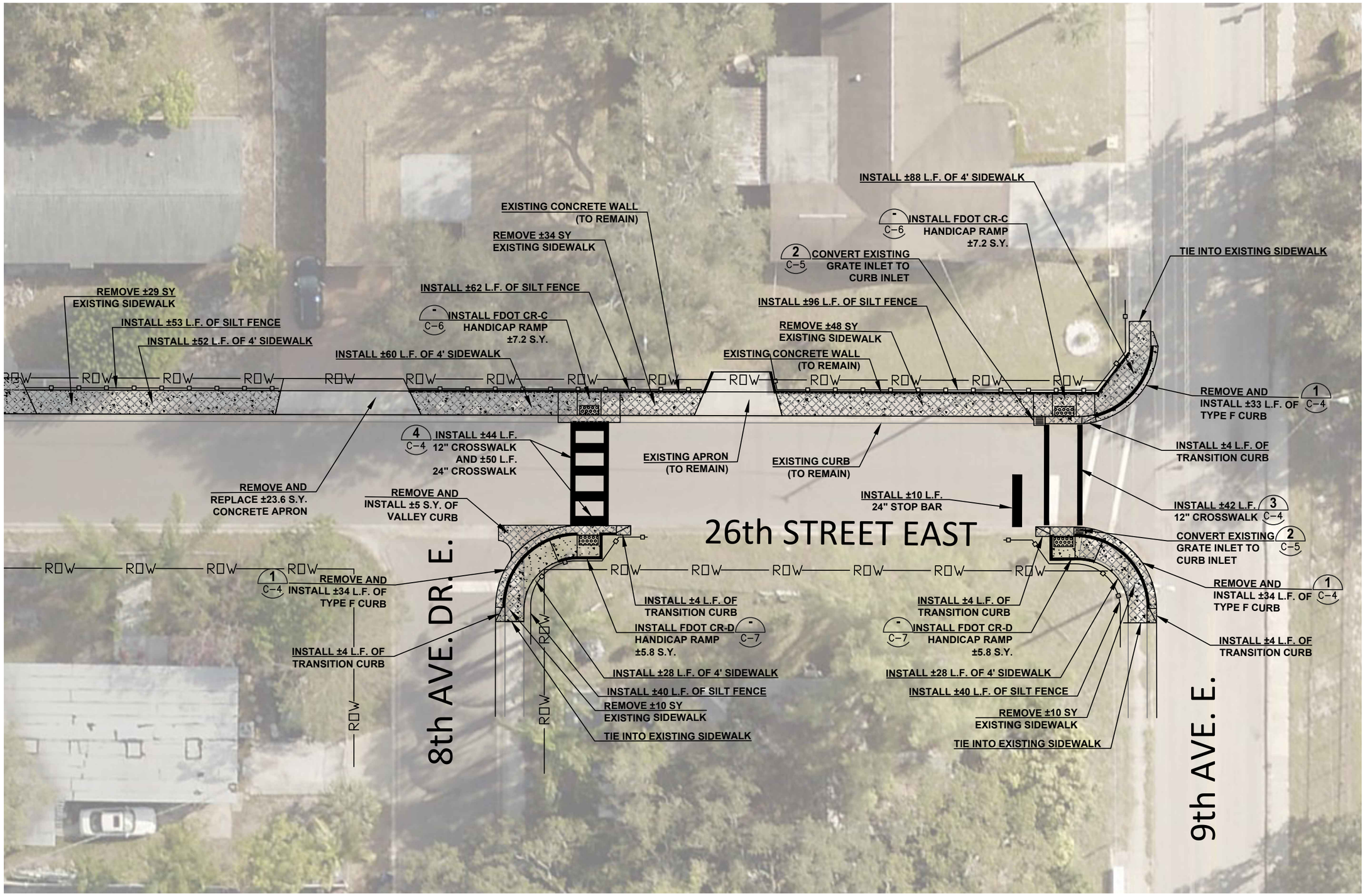
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

26th STREET EAST
8TH AVE. E. TO 8th AVE. DR. E.

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE JULY, 2024
SCALE 1"=20'
PROJECT NO. 40859000-563000-24502
DWG. NO. C-2



GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

Filename: P:\ENGINEERING\INTERNAL PROJECTS\SIDEWALKS-BICYCLE-PEDESTRIAN FACILITIES\FY2024 CIP WORK ASSIGNMENTS\26TH STREET EAST SIDEWALK.DWG
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Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

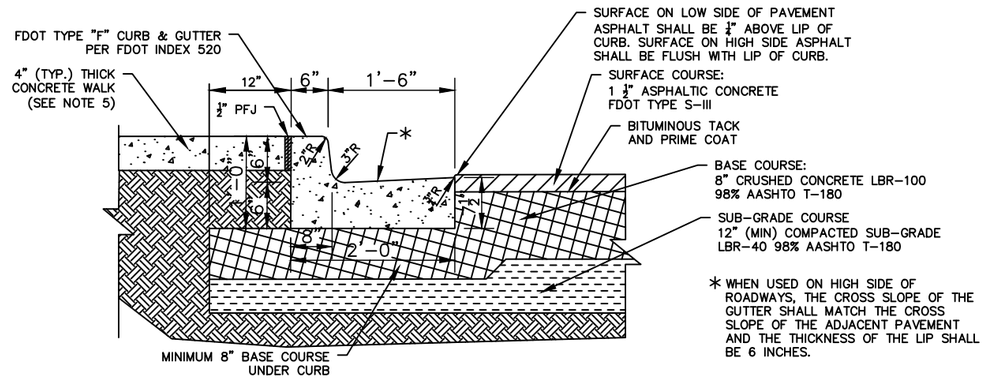
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

26th STREET EAST
8th AVE. DR. E. TO 9TH AVE. E.

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE JULY, 2024
PROJECT NO. 40859000-563000-24502
SCALE 1"=20'
DWG. NO. C-3



* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6 INCHES.

CONCRETE WALKS:

1) ALL CONCRETE SHALL BE 3,000 P.S.I.
2) GROUND IS TO BE COMPACTED PRIOR TO POURING (TOP 8"@AASHTO T-180).
3) ALL EXPOSED EDGES TO BE CHAMFERED.
4) WHERE CONCRETE WALK DIRECTLY ABUTS PAVEMENT THICKEN TO 6" OVER 3" AND PROVIDE A MINIMUM OF 4" THICK BASE COURSE UNDER THICKENED SIDEWALK EDGE.
5) PROVIDE FIBER MESH REINFORCEMENT, 1.5 POUNDS PER CUBIC YARD.
6) FIBER MESH REINFORCEMENT SHALL BE SYNTHETIC FIBER: MONOFILAMENT POLYPROPYLENE FIVBERS COMPLYING WITH ASTM C1116, TYPE III, ½ TO 1 ½ INCHES LONG.
7) CONCRETE SUBJECT TO VEHICULAR TRAFFIC SHALL BE 6 INCHES THICK AND REINFORCED WITH 6"x6" NO. 10 STEEL WIRE MESH FOR THE ENTIRE LENGTH AND WIDTH.

PAVEMENT:

1) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS.

CURB:

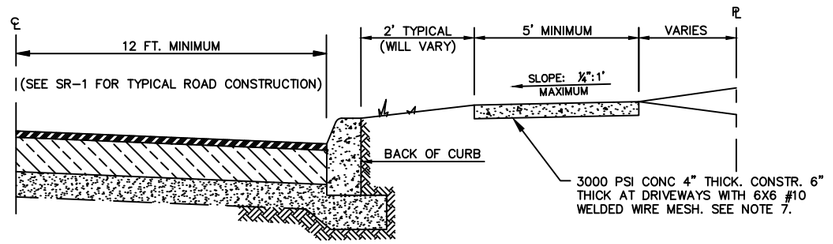
1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS ON FDOT INDEX No. 520.

REV.	DATE	DESCRIPTION	BY
4	MAY, 2020	ADDED CURB DIMENSIONS	SIBE
3	OCT., 2019	UPDATED FDOT INDEX	SIBE
2	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
1	10/2015	BASE UNDER CURB	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TYPICAL TYPE 'F' CURB
CROSS SECTIONS

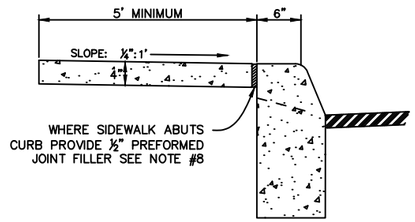
DATE 2/07
SHEET NO. SR-11



PRIMARY SIDEWALK LOCATION

NOTES:

1. PROVIDE TOOLED JOINTS AT DISTANCES MATCHING THE WIDTH. ALSO PLACE EXPANSION JOINTS AT DRIVEWAYS.
2. IF SOME PHYSICAL OBSTRUCTION EXISTS WHICH PREVENTS THE PLACING OF SIDEWALKS AS SHOWN, CONTACT THE ENGINEERING DIVISION FOR ALTERNATE LOCATION.
3. WOODEN AND OTHER SPACERS WILL NOT BE PERMITTED IN SIDEWALKS OR DRIVEWAYS.
4. NO COATINGS OF ANY KIND WILL BE PERMITTED ON CONCRETE SIDEWALKS OR DRIVEWAYS WITHOUT SPECIFIC APPROVAL OF THE CITY ENGINEER.
5. ALL CONCRETE SHALL BE 3000 PSI MIN. @ 28 DAYS, WITH FIBER MESH REINFORCING.
6. CONCRETE SURFACE TO BE LIGHT BROOM FINISH.
7. CONCRETE DRIVEWAY CONSTRUCTION SHALL BE 6" THICK W 6X6/10X10 WELDED WIRE MESH REINFORCEMENT.
8. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2". MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POURS, AND EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.



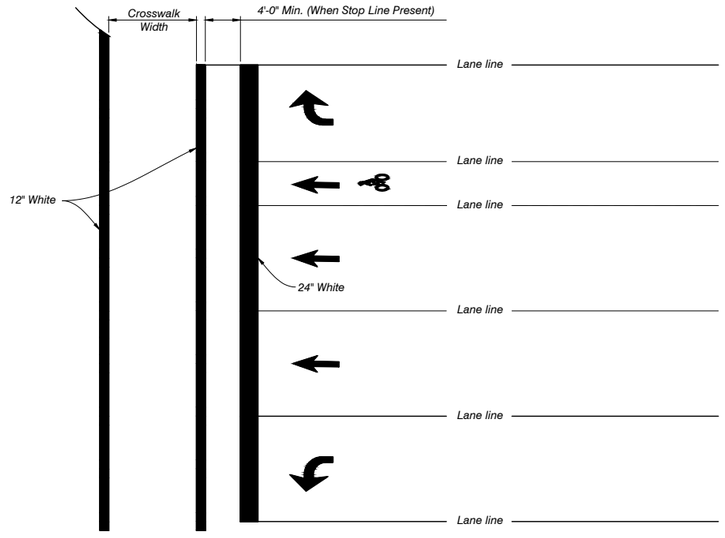
ALTERNATE SIDEWALK LOCATION

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TYPICAL SIDEWALK CONSTRUCTION

DATE 7/13
SHEET NO. SR-16



NOTES:

1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.

2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.

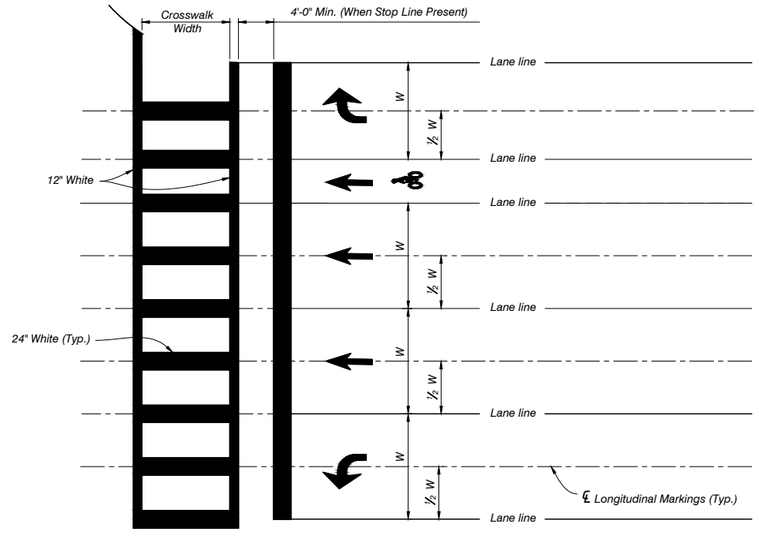
3. Refer to FDOT Index 522-002 when Curb Ramps are present.

REV.	DATE	DESCRIPTION	BY
1	–	–	–

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
STANDARD CROSSWALK DETAILS

DATE 9/2023
SHEET NO. SR-30



NOTES:

1. For crosswalk width, exceed width of the adjacent sidewalk, but do not make width less than 6' for intersection crosswalks and 10' for midblock crosswalks. Measure width from the inside of the transverse crosswalk markings.

2. When the Special Emphasis Crosswalk is not perpendicular to the lane lines, make the longitudinal markings parallel to the lane lines.

3. Refer to FDOT Index 522-002 when Curb Ramps are present.

REV.	DATE	DESCRIPTION	BY
1	–	–	–

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
SPECIAL EMPHASIS CROSSWALK DETAILS

DATE 9/2023
SHEET NO. SR-31

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
SCALE NONE
PROJECT NO. 40859000-563000-24502
DWG. NO. C-4

Filename: P:\ENGINEERING\INTERNAL PROJECTS\SIDEWALKS-BICYCLE-PEDESTRIAN FACILITIES\FY2024 CIP WORK ASSIGNMENTS\26TH STREET EAST SIDEWALK.DWG
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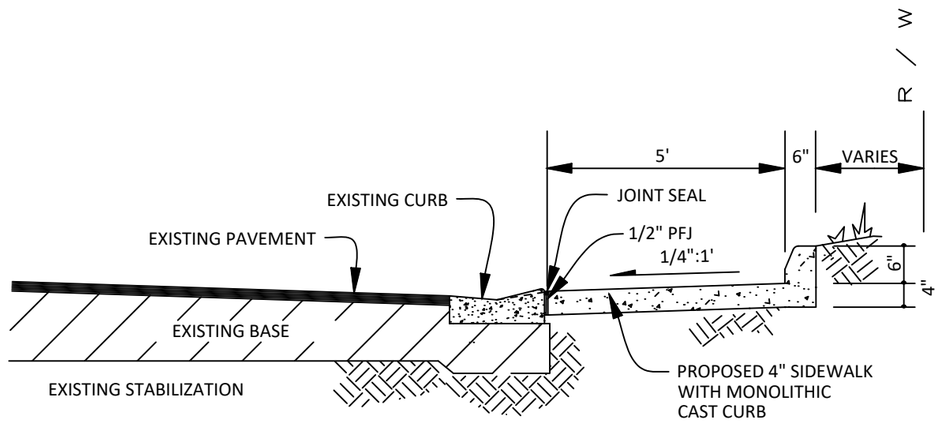
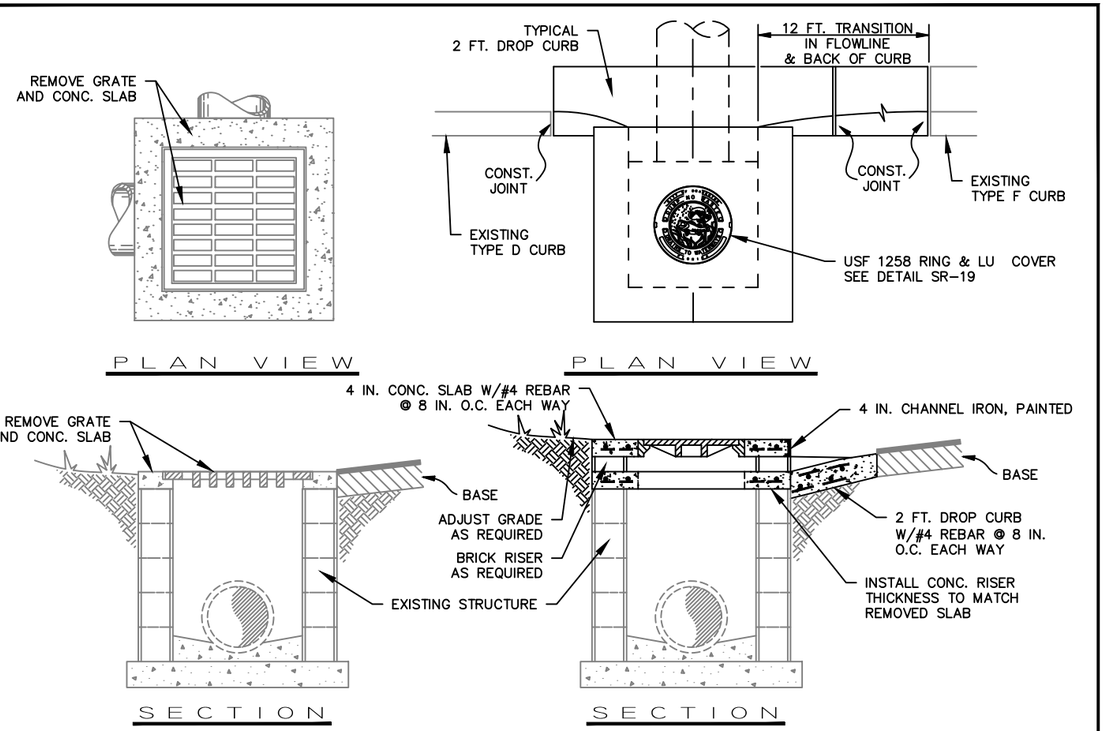
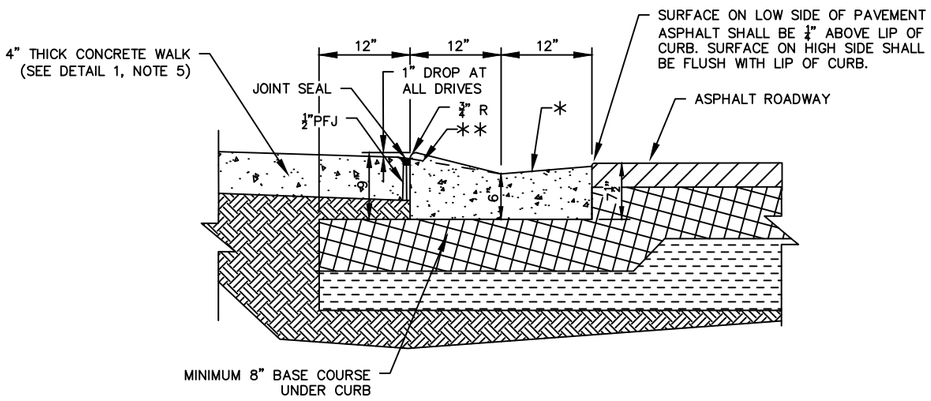


SECTION WITH MONOLITHIC CAST CURB

N.T.S.





* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 8 INCHES.

** SLOPE TO FIT ADJACENT CONCRETE.

CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 520.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
2	10/2015	BASE UNDER CURB	SIBE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TYPICAL MIAMI CURB
CROSS SECTIONS

DATE 2/07
SHEET NO. SR-12

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

DRAINAGE
GRATE INLET TO
CURB INLET CONVERSION

DATE 03/22
SHEET NO. SR-25

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
PROJECT NO. 40859000-563000-24502
SCALE NONE
DWG. NO. C-5

Filename: P:\ENGINEERING\INTERNAL PROJECTS\SIDEWALKS-BICYCLE-PEDESTRIAN FACILITIES\FY2024 CIP WORK ASSIGNMENTS\26TH STREET EAST SIDEWALK.DWG
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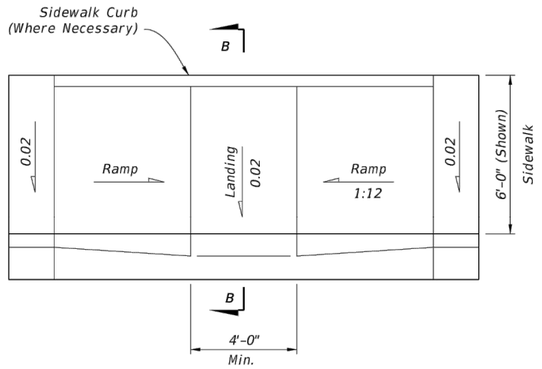
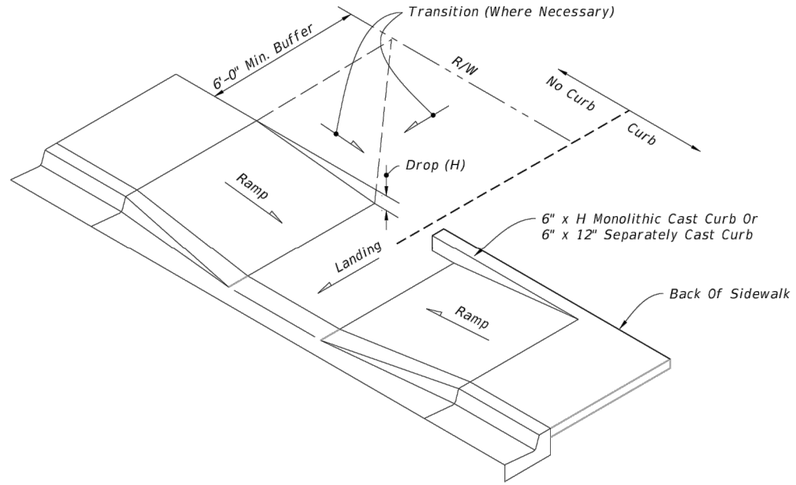
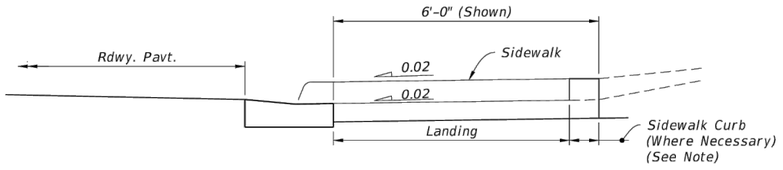


PLAN VIEW

CR-C

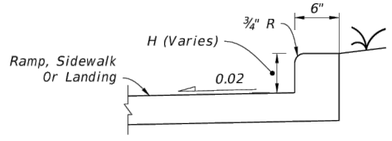


CONSTRUCTION OF SIDEWALK CURB IN CUT SECTIONS

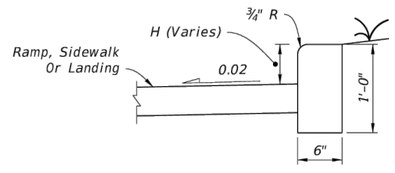


NOTE: For additional information on sidewalk curb construction, see SIDEWALK CURB OPTIONS details.

SECTION B-B



MONOLITHIC CAST CURB



SEPARATELY CAST CURB

SIDEWALK CURB OPTIONS

SIDEWALK CURB RAMPS CR-C AND SIDEWALK CURB

LAST REVISION	REVISION	DESCRIPTION:				
11/01/20			FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 3 of 7

10/17/2023 9:09:44 AM

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Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

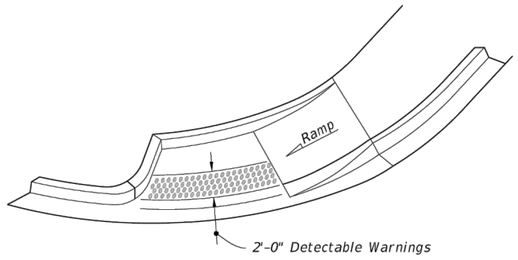
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

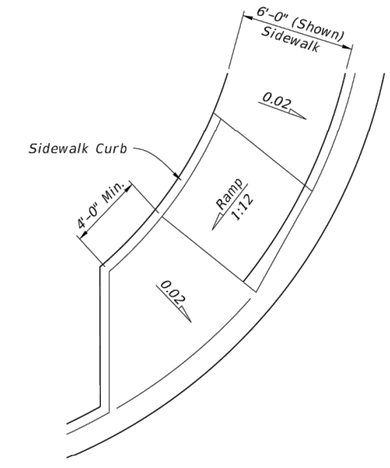
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
SCALE NONE
PROJECT NO. 40859000-563000-24502
DWG. NO. C-6

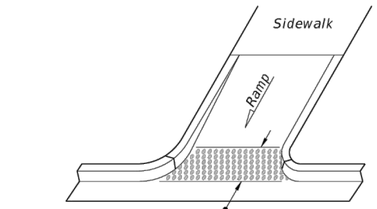


ISOMETRIC VIEW

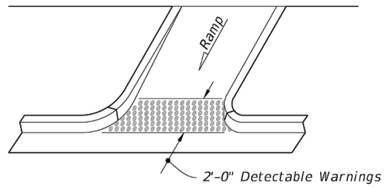


PLAN VIEW

CR-D

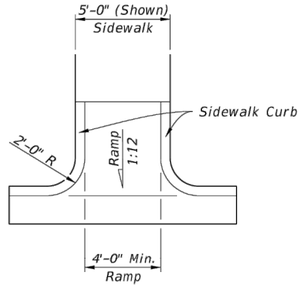


OPTION A



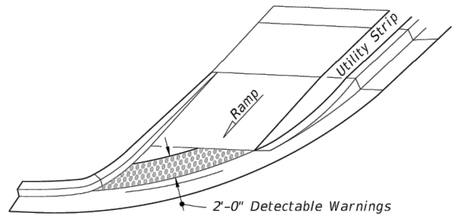
OPTION B

ISOMETRIC VIEW



PLAN VIEW

CR-E



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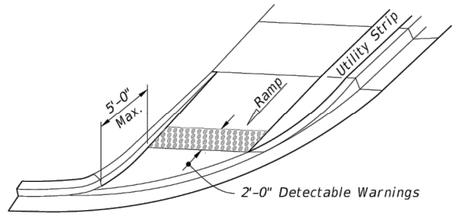
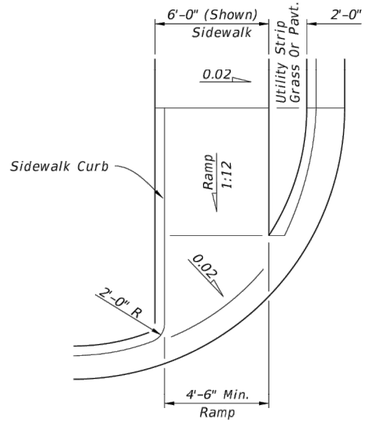


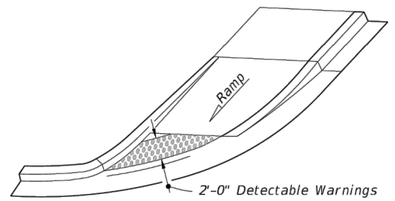
OPTION B

ISOMETRIC VIEW

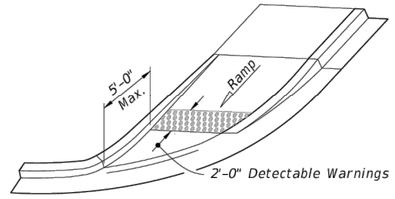


PLAN VIEW

CR-F

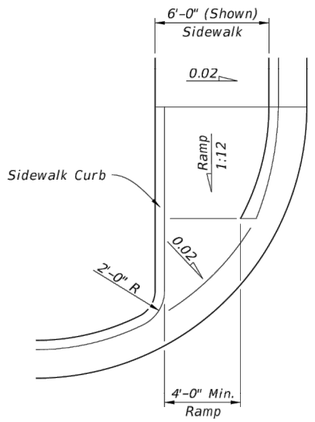


OPTION A



OPTION B

ISOMETRIC VIEW



PLAN VIEW

CR-G

10/17/2023 9:09:52 AM

SIDEWALK CURB RAMPS CR-D, CR-E, CR-F & CR-G

LAST REVISION	REVISION	DESCRIPTION:				
11/01/21			FY 2024-25 STANDARD PLANS	DETECTABLE WARNINGS AND SIDEWALK CURB RAMPS	INDEX 522-002	SHEET 4 of 7

Filename: P:\ENGINEERING\INTERNAL PROJECTS\SIDEWALKS-BICYCLE-PEDESTRIAN FACILITIES\FY2024 CIP WORK ASSIGNMENTS\26TH STREET EAST SIDEWALK.DWG
Saved on: 9/4/2024 11:52:23 AM By: S_SIBERT Date Plotted: 9/4/2024 1:05:56 PM

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
1411 9th STREET WEST BRADENTON, FLORIDA 34205 (941) 708-6300

SIDEWALK REPLACEMENT

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MAY, 2024
SCALE NONE
PROJECT NO. 40859000-563000-24502
DWG. NO. C-7

26th St. E.t & 8th Ave. Dr. E. Sidewalk Replacement

Gator Grading & Paving, LLC

2704 105th Street East

Palmetto, FL 34221

Contact: **Brian Martineau**

Phone: **(941) 751-3900**

Email: **sales@gatorgap.com**

Quote To: City of Bradenton
Kim Clayback, P.E.

Phone:

Email:

Job Name: COB Proj. ID 30258200-563000-25803

Date of Plans: July 2024

Revision Date:

Gator # 248001

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	L1 Mobilization (8%)	1.00	LS	14,120.00	14,120.00
20	L2 MOT (Local Rds - No Flaggers) (2%)	1.00	LS	3,531.00	3,531.00
30	R2 Curb Removal (250+ LF)	400.00	LF	9.50	3,800.00
40	R4 S/W Removal (150+ SY))	580.00	SY	13.95	8,091.00
50	P1 Concrete D Curb	888.00	LF	40.25	35,742.00
60	P2 Concrete F Curb / Transistion	318.00	LF	41.50	13,197.00
70	P3 Concrete 24" Miami Curb	95.00	LF	40.25	3,823.75
80	P4 Concrete S/W - 4"	640.00	SY	97.50	62,400.00
90	P5 Concrete S/W - 6"	159.00	SY	110.00	17,490.00
100	S1 12" Thermo	240.00	LF	3.50	840.00
110	S2 24" Thermo	180.00	LF	6.05	1,089.00
120	O1 Silt Fence	1,200.00	LF	2.80	3,360.00
130	O2 Inlet Protection	2.00	EA	175.00	350.00
140	O4 Bahia Sod	1,700.00	SF	0.85	1,445.00
150	O6 Detectable Warning	9.00	EA	58.50	526.50
160	O11 Replace Curb Inlet	2.00	EA	6,740.00	13,480.00
170	Q13 Surveyor	60.00	HR	165.00	9,900.00
180	Q15 Irrigation Repair (Allowance)	1.00	LS	1,000.00	1,000.00

GRAND TOTAL **$194,185.25**

NOTES:

1. Only the items listed are included; no work should be considered incidental unless noted. Specifically excluded is any tree trimming, root pruning or barrier, tree removal or fence removal/relocation.
2. Permits & fees by others.
3. Pricing subject to mutually agreed to schedule
4. Pricing is for Day Work
5. This is a Unit Price Proposal; Final Quantities to be measured & paid accordingly.
6. Job pricing utilizes COB ITB 22-002KC
7. Scope of work on 8th Ave Dr E to be confirmed by owner before construction.

AGENDA ITEM NO. 6.ag

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Milling and Resurfacing Projects

SUGGESTED ACTION: Council approval of the three work assignments for Gator Grading and Paving.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The annual milling and resurfacing projects are included in the work assignment: VOTA, Singletary Subdivision, and north of Manatee Ave from 30th St to 34th St W.

The work is authorized by IFB 20-21RW, renewed and approved by Council on 08-28-2024 and expires 05-23-2025.

FINANCIAL IMPACT:
The annual milling and resurfacing projects are included in the work assignment: VOTA, Singletary Subdivision, and north of Manatee Ave from 30th St to 34th St W.

The work is authorized by IFB 20-21RW, renewed and approved by Council on 08.28.2024 and expires 05.23.2025.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the milling and resurfacing work assignments.

ATTACHMENTS:
Gator Grading & Paving Proposal for VOTA
VOTA Milling and Resurfacing Map
Gator Grading & Paving Proposal for North of Manatee Avenue
North of Manatee Avenue Map
Gator Grading & Paving Proposal for Singletary Subdivision
Singletary Subdivision Milling and Resurfacing Map

Village of the Arts Paving

Gator Grading & Paving, LLC

2704 105th Street East

Palmetto, FL 34221

Contact: **Brian Martineau**

Phone: **(941) 751-3900**

Email: **sales@gatorgap.com**

Quote To: City of Bradenton
Kim Clayback, P.E.

Phone:

Email:

Job Name:

Date of Plans: N/A

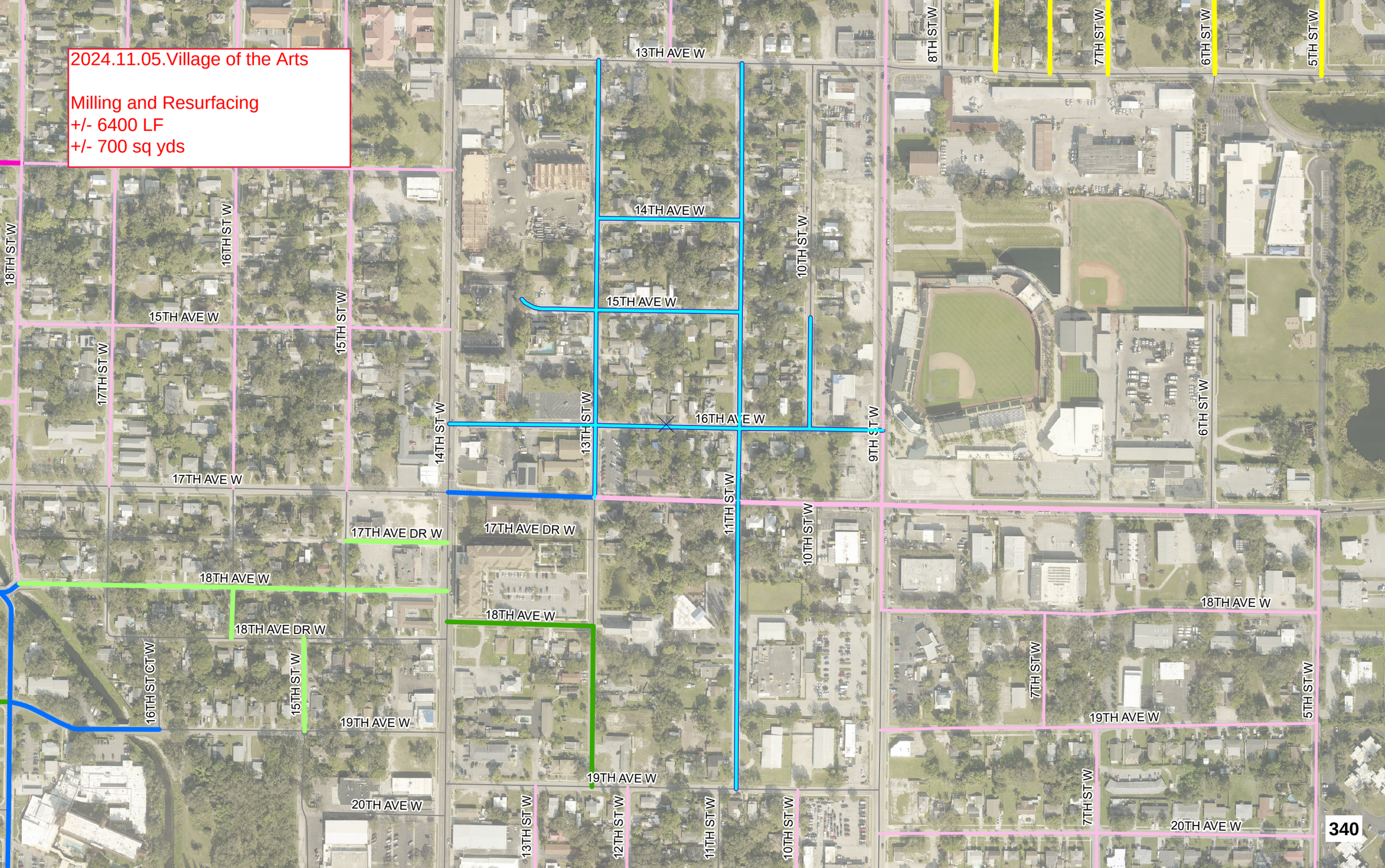
Revision Date:

Gator # 248003

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	B4 Type S-3 100# or more (500+ Tons)	1,650.00	TON	135.00	222,750.00
20	B16 Mill 0-2" (5001 SY +)	16,011.00	SY	4.40	70,448.40
30	B23 Adj Valve Boxes	5.00	EA	475.00	2,375.00
40	B24 Adj Manhole	5.00	EA	895.00	4,475.00
50	D21 12" Solid Thermo	300.00	LF	5.75	1,725.00
60	D22 24" Solid Thermo	200.00	LF	11.00	2,200.00
GRAND TOTAL					**$303,973.40**

NOTES:

1. Only the items listed are included; no work should be considered incidental unless noted.
2. Permits & fees by others.
3. Pricing subject to mutually agreed to schedule.
4. Pricing is for Day Work.
5. This is a Unit Price Proposal; Final Quantities to be measured & paid accordingly.
6. Job pricing utilizes COB IFB #20-01RW rev 8.13.2024.


2024.11.05.Village of the Arts
Milling and Resurfacing
+/- 6400 LF
+/- 700 sq yds
13TH AVE W
14TH AVE W
15TH AVE W
16TH AVE W
17TH AVE W
17TH AVE DR W
18TH AVE W
18TH AVE DR W
19TH AVE W
20TH AVE W
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13TH ST W
16TH ST CT W
10TH ST W
11TH ST W
12TH ST W
9TH ST W
8TH ST W
7TH ST W
6TH ST W
5TH ST W
340

North of Manatee Ave. Paving

Gator Grading & Paving, LLC

2704 105th Street East

Palmetto, FL 34221

Contact: **Brian Martineau**

Phone: **(941) 751-3900**

Email: **sales@gatorgap.com**

Quote To: City of Bradenton
Kim Clayback, P.E.

Phone:

Email:

Job Name:

Date of Plans: N/A

Revision Date:

Gator # 248004

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	B4 Type S-3 100# or more (500+ Tons)	1,490.00	TON	135.00	201,150.00
20	B16 Mill 0-2" (5001 SY +)	14,911.00	SY	4.40	65,608.40
30	B23 Adj Valve Boxes	5.00	EA	475.00	2,375.00
40	B24 Adj Manhole	5.00	EA	895.00	4,475.00
50	D21 12" Solid Thermo	300.00	LF	5.75	1,725.00
60	D22 24" Solid Thermo	200.00	LF	11.00	2,200.00

GRAND TOTAL **$277,533.40**

NOTES:

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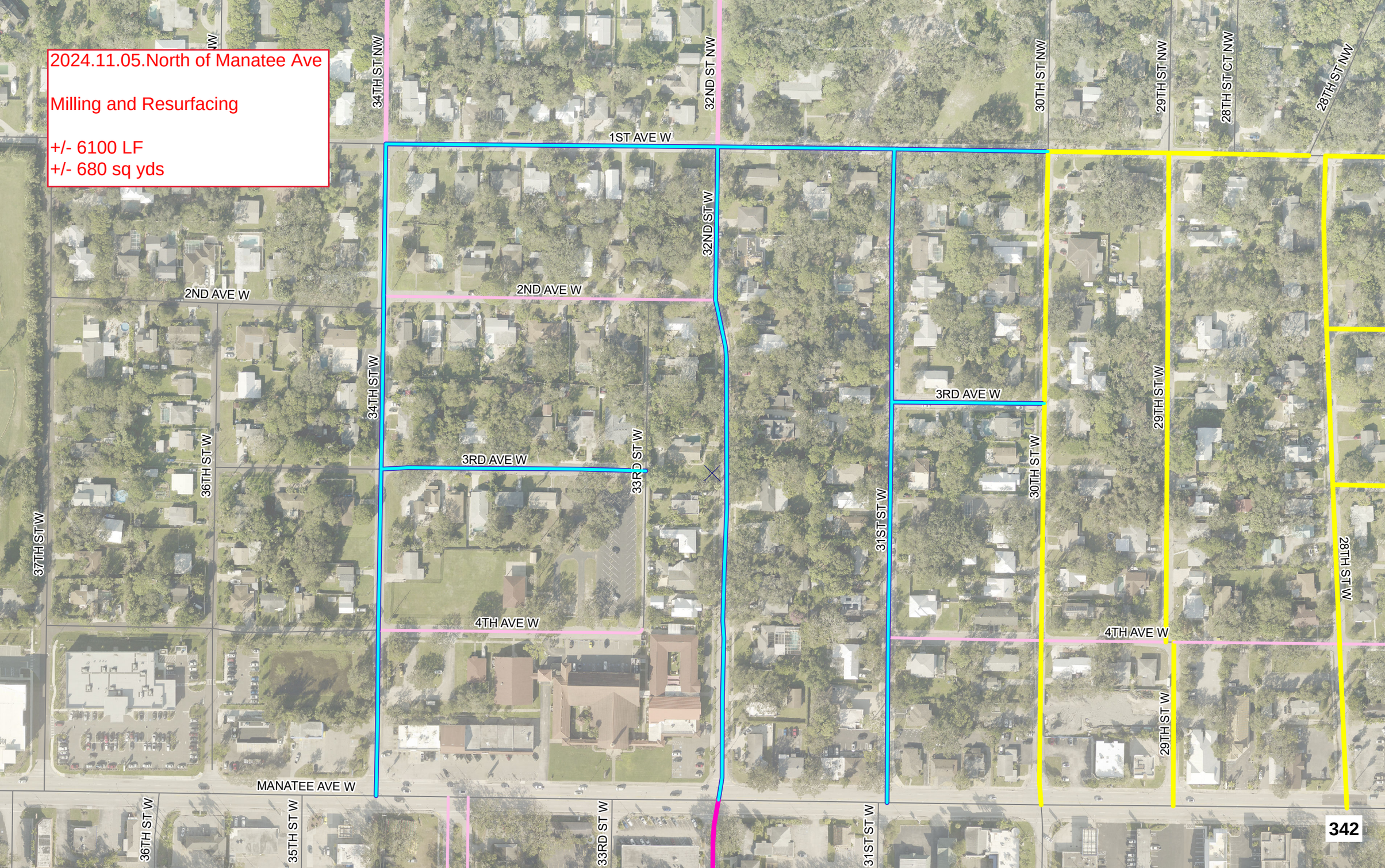
4. Pricing is for Day Work.
5. This is a Unit Price Proposal; Final Quantities to be measured & paid accordingly.
6. Job pricing utilizes COB IFB #20-01RW rev 8.13.2024.


2024.11.05.North of Manatee Ave
Milling and Resurfacing
+/- 6100 LF
+/- 680 sq yds
34TH ST NW
32ND ST NW
30TH ST NW
29TH ST NW
28TH ST CT NW
28TH ST NW
1ST AVE W
32ND ST W
2ND AVE W
34TH ST W
3RD AVE W
33RD ST W
31ST ST W
30TH ST W
29TH ST W
28TH ST W
37TH ST W
36TH ST W
4TH AVE W
MANATEE AVE W
35TH ST W
342

Singletary Subdivision Paving

Gator Grading & Paving, LLC

2704 105th Street East

Palmetto, FL 34221

Contact: **Brian Martineau**

Phone: **(941) 751-3900**

Email: **sales@gatorgap.com**

Quote To: City of Bradenton
Kim Clayback, P.E.

Phone:
Email:

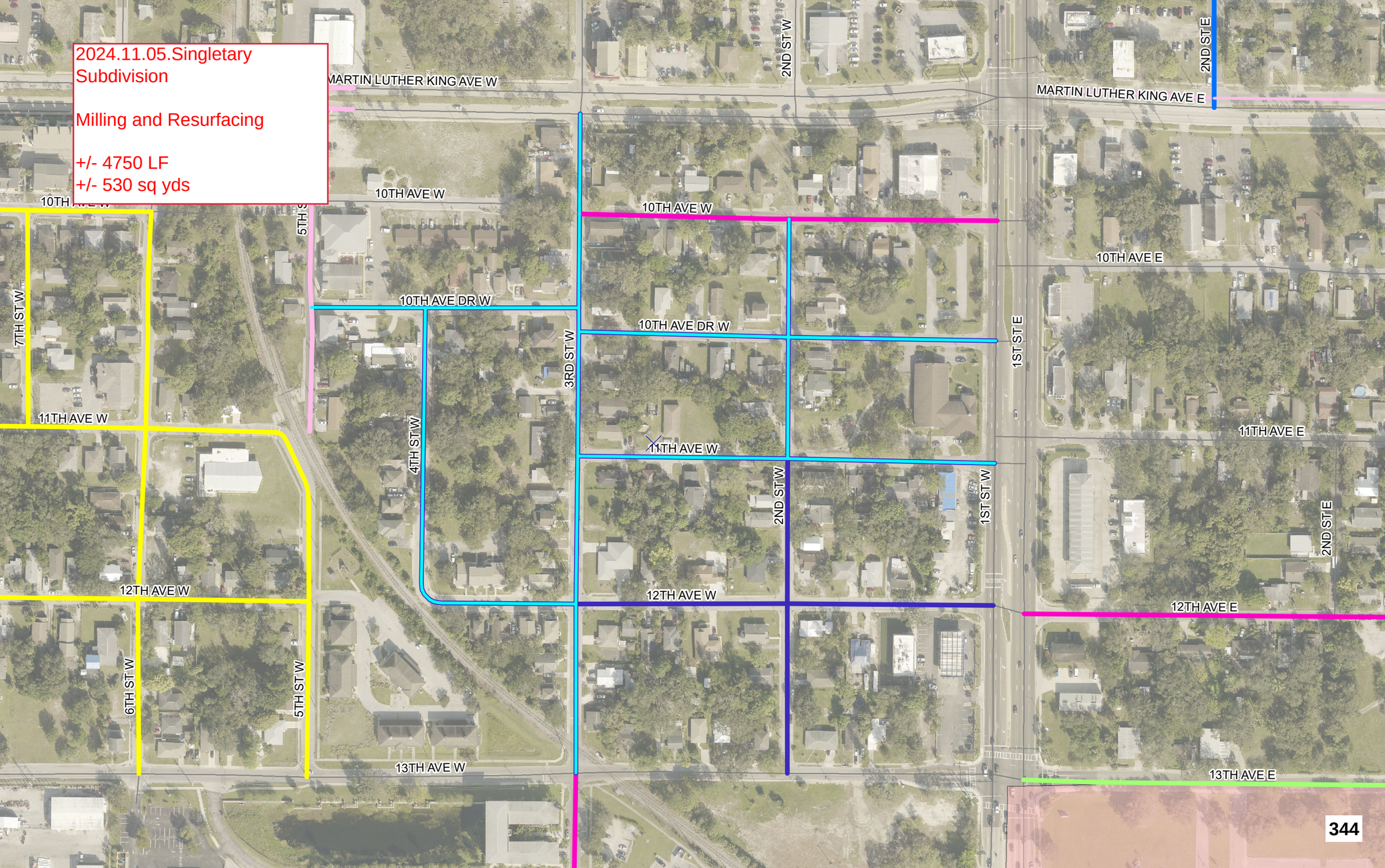
Job Name:
Date of Plans: N/A
Revision Date:

Gator # 248005

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	B4 Type S-3 100# or more (500+ Tons)	1,280.00	TON	135.00	172,800.00
20	B16 Mill 0-2" (5001 SY +)	12,800.00	SY	4.40	56,320.00
30	B23 Adj Valve Boxes	5.00	EA	475.00	2,375.00
40	B24 Adj Manhole	5.00	EA	895.00	4,475.00
50	D21 12" Solid Thermo	300.00	LF	5.75	1,725.00
60	D22 24" Solid Thermo	200.00	LF	11.00	2,200.00
GRAND TOTAL					**$239,895.00**

NOTES:

1. Only the items listed are included; no work should be considered incidental unless noted.
2. Permits & fees by others.
3. Pricing subject to mutually agreed to schedule.
4. Pricing is for Day Work.
5. This is a Unit Price Proposal; Final Quantities to be measured & paid accordingly.
6. Job pricing utilizes COB IFB #20-01RW rev 8.13.2024.


2024.11.05.Singletary
Subdivision
Milling and Resurfacing
+/- 4750 LF
+/- 530 sq yds
MARTIN LUTHER KING AVE W
MARTIN LUTHER KING AVE E
2ND ST W
2ND ST E
10TH AVE W
10TH AVE E
10TH AVE DR W
7TH ST W
5TH ST W
3RD ST W
4TH ST W
1ST ST E
1ST ST W
2ND ST W
11TH AVE W
11TH AVE E
12TH AVE W
12TH AVE E
6TH ST W
13TH AVE W
13TH AVE E
344

AGENDA ITEM NO. 6.ah

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Proposal with Jacobs Engineering Group to assist the City with renewing the Domestic Wastewater Treatment Facility (WTF) Permit

SUGGESTED ACTION: Approval of the agreement for Jacobs to complete the City's WTF permit renewal as required by state statute.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The permit is required to maintain an operational permit for the WTF. The City is partnering with Jacobs to complete the permit renewal documentation for a March 2025 submittal.

FINANCIAL IMPACT:
The permit renewal consultant expense and permit fee are incorporated into GL account 40254110-534000, approved by Council in September 2024. The work is authorized by RFQ 22-029TWS, the CCNA library, approved by Council in March 2023 and expires in March 2026.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the contract with Jacobs Engineering Group to provide professional services for the Domestic Wastewater Treatment Facility Permit renewal.

ATTACHMENTS:
Work Assignment Cover Page
Direct Select Form

CONTRACT
BETWEEN
JACOBS ENGINEERING GROUP INC.
AND
CITY OF BRADENTON

CITY ASSIGNMENT NO. 2

WORK ASSIGNMENT TITLE: Wastewater Treatment Facility Permit Renewal

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. WORK ASSIGNMENT SCHEDULE

NEGOTIATED FEE: $183,800

CONSULTANT'S PROJECT MANAGER:
NAME: Leisha Pica TITLE: Program Manager

EMAIL: Leisha.pica@jacobs.com PHONE: 561-512-3533

CITY'S PROJECT MANAGER:
NAME: Kim Clayback TITLE: Engineering Manager

EMAIL: kim.clayback@bradentonfl.gov PHONE: 941-708-6300 x224

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT DESIGNATED
MANAGER: Joelle Francois, PE

SIGNATURE:_____Date 12/11/24

CITY PROJECT
MANAGER: Kim Clayback
(PRINT NAME)

SIGNATURE: Kim Clayback Digitally signed by Kim Clayback Date: 2024.12.11 11:50:55 -05'00' Date_____

CITY MAYOR:

_____
(PRINT NAME)

SIGNATURE:_____Date_____

Jacobs

October 25, 2024

Attn: Kim Clayback, PE
City of Bradenton Public Works
1411 9th Street West
Bradenton, FL 34205
Delivered via email: kimclayback@bradentonfl.gov

Project name: City of Bradenton WRF Permit Renewal

Subject: Jacobs Scope of Work for WRF Permit Renewal

Dear Kim,

Jacobs Engineering Group Inc. (JACOBS) is pleased to assist the City of Bradenton (City) with the renewal of Domestic Wastewater Treatment Facility (WWTF) Permit FL0021369 (Permit). The current Florida Department of Environmental Protection (FDEP) Permit expires on September 8, 2025. The application for permit renewal must be submitted no less than 180-days prior to the permit expiration date (March 8, 2025).

The Work involves the preparation of the required permit renewal application forms and supporting documents, and the submittal of these forms and documents to the FDEP Southwest District Office. The permit renewal forms and supporting documents to be prepared by Jacobs shall include:

- Florida Administrative Code (FAC) 62-620.910 Forms 1 and 2A;
- One (1) Updated Capacity Analysis Report (CARU) per 17-600.405 FAC, 62-600 FAC;
- One (1) Updated Operation and Maintenance Performance Report (OMPRU) per 62-600 FAC;
- One (1) Process Flow Diagram showing current status/capacity of the facility;
- One (1) Site Plan showing current operations and unit processes;
- One (1) Report of Results of Whole Effluent Toxicity Testing and,
- One (1) Updated Reuse Operating Protocol per 62-610 FAC (If Required by the FDEP).

The Engineer shall submit one (1) complete draft permit renewal including the supporting documents to the City for review. Upon reviewing and addressing the City's comments, the Engineer shall prepare the final application and supporting documents for submittal to the City and the FDEP.

The Engineer shall prepare responses for up to two (2) FDEP Requests for Additional Information (RAIs). Upon receipt of a draft Permit issued by the FDEP, the Engineer will review the draft Permit and provide written comments and proposed revisions relevant to the issuance of a final Permit.

Upon the City's review of the comments and revisions, the Engineer shall provide support to the City in responding to the FDEP, if necessary. Otherwise, the City will concur with the draft Permit, and the Engineer will request the issuance of a final Permit.

Scope of Work

Task 1 Project and Data Management

The Engineer shall initiate the Work and conduct all Project Management (PM) activities relevant to the Work. The City shall be responsible for the provision of records, written explanations of non-compliance, and other pre-defined activities as contained herein and/or agreed to by the City and the Engineer. Within one (1) week of receipt of a Notice to Proceed (NTP) the Engineer shall schedule and attend one preliminary meeting with the City to discuss the following:

- The work objectives, the work goals, the work schedule, critical milestones, critical paths, and,
- The establishment of the data needs necessary to complete the Work.

Following the preliminary meeting, the Engineer shall schedule and perform a comprehensive inspection of the WWTF accompanied by the Lead Operator. The Engineer will perform this inspection and evaluation in accordance with the updating of both the CAR and OMPR, and should at a minimum address the following:

- The evaluation of the physical condition of each major treatment unit;
- The evaluation the treatment efficiencies of each treatment process; and,
- The evaluation of the overall treatment efficiency of the WWTP.

The City anticipates that following these activities, the Engineer will be familiar with the Unit Operations and WWTF processes as necessary to complete the Work.

Task 1 Deliverables

- Attend one (1) preliminary face-to-face meeting with city staff;
- One (1) complete, comprehensive inspection of the WWTF;
- One (1) complete data request summary; and,
- The scheduling and attendance of one (1) pre-application meeting with the City and the FDEP Southwest District Office.

For all meetings, the Engineer shall be responsible for the preparation and distribution of meeting agendas, meeting minutes, and sign-in sheets. In addition, the Engineer shall schedule and attend monthly coordination and review meetings. It is anticipated that this effort will include up to five remote meetings via Microsoft Teams and two face-to-face meetings.

Task 2 Permit Application Forms 1 and 2A

The Engineer shall complete FAC 62-620.910 Form 1 (Wastewater Facility or Activity Permit Application-General Information) and Form 2A (Wastewater Permit Application for Domestic Wastewater Facilities) to renew the current permit for continued operation. The following information is pertinent to the Work:

- No Industrial Pretreatment Program Requirements will be added to the Permit;
- The City will collect samples and pay for the analysis for all regulatory required parameters to complete the Work;
- The City will pay all permit application fees to the FDEP; and,
- The City will provide the Engineer with all information, as requested, to develop an Updated Reuse Protocol (if required).

Task 2 Deliverables

- The Engineer shall provide a draft application and all associated attachments to the City for review (Hardcopy and PDF);
- Upon city approval, the Engineer shall submit one (1) signed and sealed final permit renewal application to the FDEP, using an appropriate submission method (See Prohibitory Language Below): Forms 62-620.910(1), (2), (8), (9), and (11) should not be submitted electronically by facilities permitted to discharge to surface waters [i.e., facilities that are permitted under the National Pollutant Discharge Elimination System (NPDES) program and have a permit number beginning with "FL0"]; and,
- Provide the City with one (1) electronic signed and sealed final permit renewal application.

Task 3 Capacity Analysis Report Update (CARU)

The City recognizes that certain tasks associated with the CARU are required to be consistent with previous methodology. The City's current Updated Capacity Analysis Report was submitted to the FDEP in November, 2019 as a component of the previous permit renewal.

The Engineer shall update the CARU that was prepared for the City in November, 2019. The CARU will be based upon current facility operations, current influent conditions, and future conditions. Data analysis will include tabulated influent flow data reported to FDEP for the past 10 years (January 2014 through December 2023) to calculate:

- Maximum monthly average daily flow;
- Three-month average daily flow (3-MADF); and,
- Annual average daily flows (AADF).

The flow totals and influent Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) test results reported in the Discharge Monitoring Reports will be used to calculate:

- Annual average BOD and TSS loads;
- Maximum-month BOD and TSS loads; and,
- Peak-day BOD loads.

The Engineer will prepare AADF and 3-MADF projections based upon wastewater flow projections and associated future population estimates. As a function of these flow projections, a determination will be made to estimate when the projected AADF will meet or exceed the City's permitted AADF capacity.

Task 3 Deliverables:

- The provision of one (1) hardcopy and one (1) PDF of the draft CARU to the City for review;
- The submittal of one (1) signed-and-sealed final CARU with the permit renewal application to FDEP using the appropriate submission method; and,
- The provision to the City of one electronic signed-and-sealed CARU.

Task 4 Operation and Maintenance Performance Report Update (OMPRU)

The Engineer will update the previous OMPRU that was prepared in November 2019. The Engineer shall construct and format the OMPRU to be consistent with the OMPRU that was prepared in November 2019. The work will include, but not be limited the following:

- A description and evaluation of the physical condition of each major treatment unit, the treatment efficiencies of each treatment process, the overall treatment efficiency of the treatment plant, performance trends, and the operation and maintenance program;
- A plant description including a flow schematic diagram with process tank volumes, flow rates, surface areas, and effluent disposal and reuse systems;
- A description and evaluation of the pumping facilities including, but not limited to raw wastewater, biosolids, effluent, and reclaimed water pump stations;
- A description and evaluation of secondary clarification including structures, scum and biosolids removal equipment, baffles, weirs, and sand and grit accumulation;
- A description and evaluation of the activated sludge system including the mechanical aerators, the Return Activated Sludge (RAS) system, and sand and grit accumulation;
- A description and evaluation of the Tertiary Filters (A Recent Proprietary Evaluation is Available for the Engineer's Review and Use);
- A description and evaluation of the disinfection system;
- A description of the chemical feed facilities;
- A description and evaluation of all instrumentation and monitoring equipment;
- A description of the biosolids handling and disposal process;
- Effluent and reuse disposal location maps;
- Groundwater monitoring well location maps;
- Historical flows and loads for past 5-years;
- Projected maximum month, peak-hour, and seasonal flows at the permitted capacity;
- Projected BOD and TSS loads at the permitted capacity;
- The WWTF's treatment capacity at the projected flows and loads (Major Unit Processes Only, based on the previously submitted OMPRU);
- A review of reported effluent parameters for past 5-years;
- A review of reported groundwater parameters for past 5-years;
- A review of reported ambient monitoring parameters for past 5-years;
- Explanations for effluent and groundwater parameter exceedances (Provided by the City);
- The identification of physical, capacity, performance, and operation and maintenance problems and deficiencies which need immediate attention and areas which are potential problems. The OMPRU shall identify the consequences if these problems and deficiencies are not corrected in a timely fashion;
- Schedules and recommendations of corrective actions for facility problems or deficiencies;
- Flow meter calibration and backflow preventer testing forms; and,
- Any other requirements pursuant to 62-600.735 that are not contained herein.

In addition, the Engineer shall evaluate the collection system and the collection system action plan if treatment plant problems result from the operation of

all written explanations for deficiencies, non-compliance, and other necessary information as determined by the Engineer.

Task 4 Deliverables

- The provision of one (1) hardcopy and one (PDF) of the draft OMPRU to the City for review;
- The submittal of one (1) signed-and-sealed final OMPRU with the permit renewal application using the appropriate submission method; and,
- The provision to the City one (1) electronic signed-and-sealed OMPRU.

Task 5 Report of Whole Effluent Toxicity Testing

Since the City's WRF has an influent capacity greater than 1 MGD and it discharges into surface waters, the permit renewal package must include the results of valid whole effluent biological toxicity testing. The City shall perform all testing and provide the results to the Engineer. The work will include, but not be limited the following:

- Confirm the validity of the pollutant parameters in the effluent;
- Characterize the receiving waters including possible or known water quality impairments; and
- Document any site-specific considerations including the history of toxic impact or compliance problems at the WRF which could cause or contribute to adverse water quality impacts.

Task 5 Deliverables

- Brief report summarizing the work and associated results since the last permit renewal in November 2019.
- Laboratory results will be summarized within the report with laboratory results to be included as an Appendix to the report.

Task 6 Reuse Operating Protocol Update (ROPU)

The Engineer will review and update as necessary the City's Reuse System Operating Protocol. The work will include, but not be limited the following:

- Confirm all provisions of system operation are well documented.
- Update procedures to make the current operating state inclusive of all reuse system users.
- The City will provide the Engineer with copies of all executed *Agreements for the Use of Reclaimed Water*.
- Suggest potential areas to expand the reuse system in the future.

Task 6 Deliverables: The provision of one (1) hardcopy and one (PDF) of the draft ROPU to the City for review;

- The submittal of one (1) signed-and-sealed final ROPU with the permit renewal application using the appropriate submission method; and,
- The provision to the City one (1) electronic signed-and-sealed ROPU.

Task 7 FDEP Request for Additional Information (RAI) Responses:

It is anticipated that upon receipt of the completed permit application and supporting documents, the FDEP will respond with as many as two (2) RAIs. The Engineer shall reply to these RAIs accordingly, ensuring that the City has reviewed the responses prior to submittal.

Task 7 Deliverables

The Engineer shall prepare responses for up to two (2) FDEP Requests for Additional Information (RAIs).

Task 8 Draft Operating Permit Review

Upon receipt of a draft Permit issued by the FDEP, the Engineer will review the draft Permit and provide written comments and proposed revisions relevant to the issuance of a final Permit. f the comments and revisions, the Engineer shall provide support to the City in responding to the FDEP, if necessary. Otherwise, the City will concur with the draft Permit, and the Engineer will request the issuance of a final Permit.

Task 8 Deliverables

- Draft operating permit review, comments and proposed revisions; and,
- Request the issuance of a final Operating Permit.

II. Fee Estimate

A breakdown of the Engineer's fee by project task is presented in the following table.

TASKS	FEE ($)
1. Project and Data Management & Permit Renewal Package	$ 49,500
2. Permit Application Form1 and 2A	$ 13,000
3. Capacity Analysis Report Update (CARU)	$ 21,200
4. Operation and Maintenance Performance Report Update (OMPRU)	$ 29,400
5. Whole Effluent Toxicity Testing Report	$ 12,200
6. Reuse Operating Protocol Update (ROPU)	$ 24,500
7. FDEP RAI Responses	$ 24,200
8. Draft Operating Permit Review	$ 9,800
TOTAL	**$ 183,800**

III. Schedule

A breakdown of the project schedule by task is presented in the following table. The Engineer is committed to having the final permit renewal package submitted to FDEP no later than March 8, 2025, which is six months before the current permit expires.

TASKS	SCHEDULE
1. Project and Data Management	Oct 2024 – March 2025
2. Permit Application Form1 and 2A	Oct 2024 – Jan 2025
3. Capacity Analysis Report Update (CARU)	Oct 2024 – Dec 2024
4. Operation and Maintenance Performance Report Update (OMPRU)	Oct 2024 – Jan 2025
5. Whole Effluent Toxicity Testing Report	Nov 2024 – Dec 2024
6. Reuse Operating Protocol Update (ROPU)	Nov 2024 – Jan 2025
7. FDEP RAI Responses	14 days Upon Receipt
8. Draft Operating Permit Review	14 days Upon Receipt

General Assumptions

- Client will be Furnishing Data/Information
    - Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the Client or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the Client or others, may entitle Jacobs to additional compensation.

- Monthly Project Information
  - Jacobs to provide progress report with monthly invoices.

- Document Management
  - City to host Sharepoint site and provide Jacobs with Admin rights to create folders and upload information.
  - City to designate a Point of Contact for Jacobs

- Review Processing Times
  - Jacobs to provide review comments within 10 business days for draft reports received.
  - City to provide review comments within 5 business days for draft reports prepared by Jacobs.

Jacobs appreciates the opportunity to present this scope of work outline to the City. We are confident we can help the City with renewal of the operating permit. We look forward to speaking with you and the City soon regarding this scope.

Kind regards,

Leisha L. Pica, PE
Program Manager

1-561-512-3533
Leisha.pica@jacobs.com

Copies to: Chris Sharek, Jacobs

Direct Select Form

Request Date	Contract No.	Cost Estimate
10.30.2024		$183,800

Requested By:	Division / Department:
Kim Clayback	Public Works/ Engineering

Library Category: RFQ 22-029TWS	Vendor Name: Jacobs Engineering Group Inc.

Work Assignment Title: WRF Permit Renewal

Description of Requested Services:

The Work involves the preparation of the required permit renewal application forms and supporting documents, and the submittal of these forms and documents to the FDEP Southwest District Office. The permit renewal forms and supporting documents to be prepared by Jacobs.

Justification: (*Select all that apply and explain below*)	
	☐ Past experience with project
	☐ Continuation of previous work assignment
	☐ Unique qualifications
	☑ Other

Comments / Explanation of Direct Select:

Jacobs has partnered with the City as the program manager for the Waterkeepers lawsuit, operational assistance at the WRF, post storm inspection at the WRF, and the SCADA Evaluation at the WRF. With the Jacob's involvement with the City's sanitary system, they are acquainted with the system needs and proposed improvements, as well as familiarity with FL statute required documentation for the permit renewal. Due to the multiple storms and meeting reschedules, time is of the essence for getting the renewal back to FDEP by March 1, 2025 as required by statute. The current involvement and assistance puts Jacobs in a unique position to be up to speed quickly on the +/- 1000 page document required with the permit renewal.

Requestor: Kim Clayback	**Signature:** Kim Clayback Digitally signed by Kim Clayback Date: 2024.10.30 14:22:43 -04'00'	**Date:** 2024.10.30
Department Director: Irvin Lee	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2024.10.30 14:46:27 -04'00'	**Date:** 2024.10.30
Procurement Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2024.12.11 12:34:42 -05'00'	**Date:** 12/11/2024

AGENDA ITEM NO. 6.ai

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-112 - Local Agency Program Agreement for Manatee Elementary Sidewalk Project

SUGGESTED ACTION:

Council approval of the revised agreement & resolution and approval for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

FDOT made minor revision to the previously approved agreements for the construction of the Manatee Elementary School Sidewalk project. The amount associated with Construction Engineering Inspection is being reallocated through a different process requiring the change in the agreement. Construction is remaining as fully reimbursed by FDOT.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve Resolution 24-112.

ATTACHMENTS:
Resolution 24-112
Local Agency Program Agreement for Manatee Elementary Sidewalk Project

RESOLUTION 24-112

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE EXECUTION OF A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR PASS-THROUGH LAP FUNDING AND FINANCIAL OVERSIGHT OF CONSTRUCTION SERVICES ON THE PROJECT WHICH CONSISTS OF CONSTRUCTING APPROXIMATELY 6,230 LINEAR FEET SIDEWALKS, ADDING SIGNS, AND PAVEMENT MARKING WITH THE CITY OF BRADENTON AT MANATEE ELEMENTARY; APPROVING THE EXECUTION OF THE MAINTENANCE MEMORANDUM OF AGREEMENT FOR THE CITY'S MAINTENANCE OF THE PORTIONS OF THE PROJECT CONSTRUCTED UNDER THE AGREEMENT THAT ARE NOT LOCATED ON THE STATE HIGHWAY SYSTEM IN ADDITION TO ANY IMPROVEMENTS CONSTRUCTED BY THE CITY ON THE DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY; DESIGNATING THE MAYOR AS THE CITY'S AUTHORIZED REPRESENTATIVE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has been furnished with a proposed Local Agency Program Agreement (the "Agreement") by the State of Florida Department of Transportation for pass-through LAP funding and financial oversight of construction services on the project which consists of constructing approximately 6,230 linear feet sidewalks, adding signs, and pavement marking with the City of Bradenton at Manatee Elementary (the "Project");

WHEREAS, as part of the Agreement, the City shall execute a Maintenance Memorandum of Agreement (the "Memorandum"), pursuant to which the City shall, at its expense, maintain the portions of the Project constructed under the Agreement that are not located on the State Highway System, in addition to any improvements constructed by the City on the Department of Transportation's right-of-way; and

WHEREAS, the City Council desires to approve and enter into said Agreement and Memorandum, and to authorize the Mayor as the City's authorized representative to execute the Agreement and Memorandum.

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

1. Approval. The Local Agency Program Agreement and Maintenance Memorandum of Agreement are hereby approved.

2. City's Authorized Representative. The Mayor is hereby designated as the authorized representative to execute the Local Agency Program Agreement and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

3. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

4. Conflict. All Resolutions or portions of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed to the extent of such conflict.

5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18TH DAY OF JANUARY, 2024.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

4999117v1

Docusign Envelope ID: 03DBC1E5-8384-4E70-89CA-FFB3A9540DA5

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 441479-1-58-01	FPN:	FPN:
Federal No (FAIN): D123-099-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SR2S/SR2T	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: City of Bradenton 13 Contract No:
Recipient Vendor No: F556000283029 Recipient Unique Entity ID SAM No: P3FLJ98L86V8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Bradenton ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction services on the project which consists of constructing approximately 6,230 linear feet sidewalks, adding signs, and pavement marking with the city of Bradenton at Manatee Elementary, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 659,101.00 (Six Hundred, Fifty-Nine Thousand, One Hundred One Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 659,101.00 (Six Hundred, Fifty-Nine Thousand, One Hundred One Dollars and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT City of Bradenton

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441479-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Bradenton (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 6,230 linear feet

The following off system roads make up the project limits.
Please note that the City's avenues run from east to west and its streets run north to south. In addition the side where the sidewalk will be constructed is denoted by either north side, south side, or both sides. The project consists of approximately 6,230 linear feet of sidewalk replacement and related site work, signage and pavement markings, drainage improvements, and pedestrian safety equipment.

6th Avenue Drive East from 23rd Street East to 24th Street East: north side

7th Avenue East:

14th Street East to 18th Street East: north side
18th Street East to 21st Street East: both sides
21st Street East to 22nd Street East: south side
23rd Street East to 24th Street East: north side

7th Avenue Drive East from 19th Street East to 21st Street East: south side

8th Avenue East:
20th Street East to 21st Street East: north side
22nd Street East to 23rd Street East: both sides

9th Avenue East
21st Street East to 21st Street Court East: south side
22nd Street East: south side

12th Street East at 8th Avenue East: both sides

14th Street East from 8th Avenue East to 7th Avenue East: east side

15th Street East at 13th Avenue East: both sides

16th Street East from 7th Avenue East to 6th Avenue East: west side

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17th Street East from 7th Avenue East to 6th Avenue East: west side

21st Street East at 7th Avenue East: west side

22nd Street East from 8th Avenue East to 7th Avenue East: west side

23rd Street East at 6th Avenue East: east side

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Bradenton in connection with the Construction for the constructing a sidewalks, furnish and install of signage, and placement of pavement markings within the vicinity of Manatee Elementary.

The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the construction of sidewalk and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Construct sidewalks
2. Furnish & Install Signing and Pavement Markings
3. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
4. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let by June 30, 2025
b) Construction to be completed by June 30, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Constructions.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Bradenton 1411 9th St W Bradenton, FL 34205	441479-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (SR2S)	$ 253,799.00	$ _____	$ _____	$ 253,799.00
FY: 2025 (SR2T)	$ 405,302.00	$ _____	$ _____	$ 405,302.00
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 659,101.00	$ 0.00	$ 0.00	$ 659,101.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 659,101.00	$ 0.00	$ 0.00	$ 659,101.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2024.12.04 08:27:20 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$659,101.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	**No**.
Indirect Cost Rate:	**N/A**.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

AGENDA ITEM NO. 6.aj

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-113 - Local Agency Program Agreement for Southern Parkway

SUGGESTED ACTION:

Council approval of the revised agreement & resolution and approval for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

FDOT made minor revisions to the previously approved agreement for the construction of the Southern Parkway Trail and Streetscape project. The amount associated with Construction Engineering Inspection is being reallocated through a different process requiring the change in the agreement. Construction is remaining as fully reimbursed by FDOT.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:

Motion to approve Resolution 24-113.

ATTACHMENTS:
Resolution 24-113
Local Agency Program Agreement for Southern Parkway

RESOLUTION 24-113

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, APPROVING THE EXECUTION OF A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES ON THE PROJECT WHICH CONSISTS OF ADDING A 10-FOOT CONCRETE SIDEWALK TO FILL GAPS, A NARROW CENTER MEDIAN TO ACCOMMODATE BIKE LANE, BIKE LANE BUFFER, ON STREET PARKING AND TRAVEL LANE IN BOTH DIRECTIONS WITHIN THE ROADWAY ON SOUTHERN PARKWAY W FROM 43RD ST W TO 26TH ST W; APPROVING THE EXECUTION OF THE MAINTENANCE MEMORANDUM OF AGREEMENT FOR THE CITY'S MAINTENANCE OF THE PORTIONS OF THE PROJECT CONSTRUCTED UNDER THE AGREEMENT THAT ARE NOT LOCATED ON THE STATE HIGHWAY SYSTEM IN ADDITION TO ANY IMPROVEMENTS CONSTRUCTED BY THE CITY ON THE DEPARTMENT OF TRANSPORTATION'S RIGHT-OF-WAY; DESIGNATING THE MAYOR AS THE CITY'S AUTHORIZED REPRESENTATIVE TO EXECUTE THE LOCAL AGENCY PROGRAM AGREEMENT AND MAINTENANCE MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has been furnished with a proposed Local Agency Program Agreement (the "Agreement") by the State of Florida Department of Transportation for the construction services relating to adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions with the roadway on Southern Parkway W from 43rd St W to 26th St W (the "Project");

WHEREAS, as part of the Agreement, the City shall execute a Maintenance Memorandum of Agreement (the "Memorandum"), pursuant to which the City shall, at its expense, maintain the portions of the Project constructed under the Agreement that are not located on the State Highway System, in addition to any improvements constructed by the City on the Department of Transportation's right-of-way; and

WHEREAS, the City Council desires to approve and enter into said Agreement and Memorandum, and to authorize the Mayor as the City's authorized representative to execute the Agreement and Memorandum.

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

1. Approval. The Local Agency Program Agreement and Maintenance Memorandum of Agreement are hereby approved.
2. City's Authorized Representative. The Mayor is hereby designated as the authorized representative to execute the Local Agency Program Agreement and Maintenance Memorandum of Agreement with the Florida Department of Transportation.
3. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.
4. Conflict. All Resolutions or portions of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed to the extent of such conflict.
5. Effective Date. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 18TH DAY OF DECEMBER, 2024.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

4999067v1

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 438992-1-58-01	FPN:	FPN:
Federal No (FAIN): D123-100-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: TALU/LF	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: City of Bradenton 13 Contract No:
Recipient Vendor No: F556000283029 Recipient Unique Entity ID SAM No: P3FLJ98L86V8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City Of Bradenton ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in performing construction service on the project which consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St W, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department

4. **Project Cost:**

   a. The estimated cost of the Project is $ 926,416.00 (Nine Hundred, Twenty-Six Thousand, Four Hundred, Sixteen Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $914,416.00 (Nine Hundred, Fourteen Thousand, Four Hundred, Sixteen Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to

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be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438992-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Bradenton (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.001

PROJECT DESCRIPTION: The construction services on the project which consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St. W.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

e) Construction contract to be let by: 06/30/2025
f) Construction to be completed by: 12/31/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Constructions.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Bradenton 1411 9th St W Bradenton, FL 34205	438992-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (TALU)	$ 914,416.00	$	$	$ 914,416.00
FY: 2025 (LF)	$ 12,000.00	$ 12,000.00	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 926,416.00	$ 12,000.00	$ 0.00	$ 914,416.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 926,416.00	$ 12,000.00	$ 0.00	$ 914,416.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2024.12.04 08:28:11 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$914,416.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	**No**.
Indirect Cost Rate:	**N/A**.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

AGENDA ITEM NO. 6.ak

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Village Green Storm Pipe Lining

SUGGESTED ACTION: Council approval of work assignment for Inliner Solutions to line CMP pipe.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The project is intended to extend the life of corrugated metal pipe installed in the 1970's in Village Green. For the three previous years the City has successfully lined pipe within the subdivision. Lining is far less intrusive and disruptive than pipe replacement and will extend the life of the pipes approximately 50 years.

FINANCIAL IMPACT:
The GL account to be encumbered is 43053810-563000-24509, previously approved by Council.

The work is authorized by PB 23-015KC, approved by Council on 06.29.2023 and expires 07.31.2026.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Village Green storm pipe lining.

ATTACHMENTS:

Inliner Solutions Proposal
Map

Inliner Solutions, LLC
2531 Jewett Ln. Sanford, FL 32771

INLINER SOLUTIONS PROPOSAL

December 5, 2024

City of Bradenton
Attn: Kim Clayback
1411 9th St. W
Bradenton, FL 34205

LOCATION/PROJECT NAME: Village Green Storm CIPP

DESCRIPTION	QTY	UNIT	PRICE	TOTAL
61. 15" Diameter 101' to 500' Unit Price 0' to 2' Pipe Cover	647	LF	$ 72.00	$ 46,584.00
87. 36" Diameter 101' to 500' Unit Price 2' to 4' Pipe Cover	365	LF	$ 220.00	$ 80,300.00
121. 18" Diameter 501' to 1000' Unit Price 0' to 2' Pipe Cover	530	LF	$ 75.00	$ 39,750.00
166. MOT Light Traffic - 2 lane road - 1 lane operation	7	DAY	$ 375.00	$ 2,625.00
173. Stormwater By Pass Pumping High Volume Pumping	7	DAY	$ 3,900.00	$ 27,300.00
			TOTAL	**$196,559.00**

ALL WORK TO BE DONE PER THE VOLUSIA COUNTY T8033-22-B-41HO CONTRACT SPECIFICATIONS

Additional Notes:

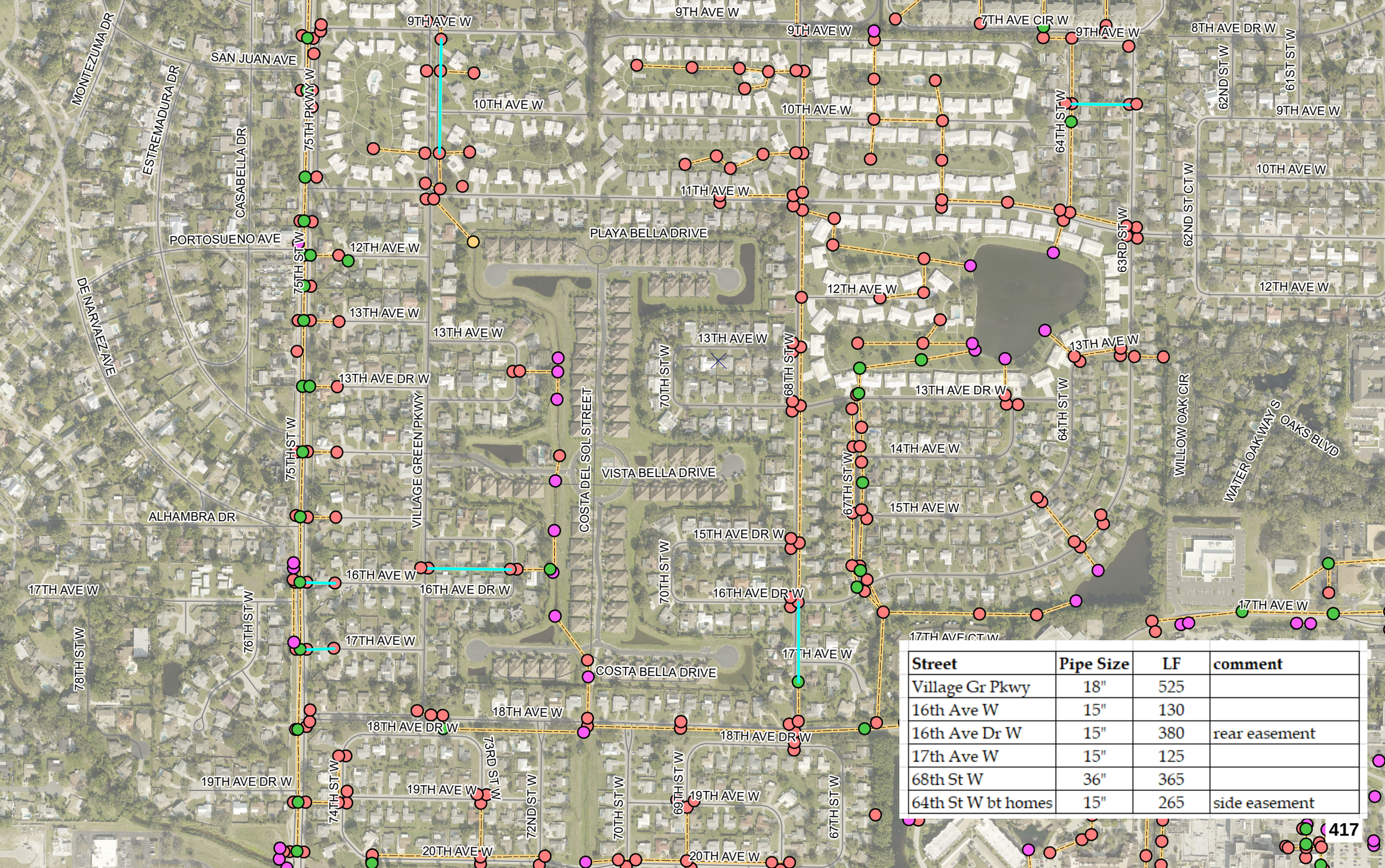
1. Proposal is good for 30 Days
2. The lining in this proposal includes (Light/Heavy) Cleaning
3. CIPP rehabilitation to be completed per ASTM 1216 standards utilizing water or air inversion & water or steam curing methods.
4. Proposal includes costs for one mobilization if listed above. Additional mobilizations could result in additional charges.
5. If pipes are deemed by Inliner Solutions, LLC to be unlineable, they will be removed from the scope.

Inliner Solutions, LLC appreciates the opportunity of submitting our proposal for the above referenced project. If you have any questions, please feel free to contact our office.

Sincerely,

Richard Herrmann, Area Director

Acceptance Signature **Date**



Street	Pipe Size	LF	comment
Village Gr Pkwy	18"	525	
16th Ave W	15"	130	
16th Ave Dr W	15"	380	rear easement
17th Ave W	15"	125	
68th St W	36"	365	
64th St W bt homes	15"	265	side easement

AGENDA ITEM NO. 6.al

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kim Clayback, Public Works & Utilities
ITEM TYPE:	Contract
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Water Reclamation Facility (WRF) Master Plan Work Assignment
SUGGESTED ACTION:	Council approval of the work assignment and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is intending to create a Master Plan for the WRF to provide a roadmap for process and capital improvement projects over the next 10 years.

FINANCIAL IMPACT:
The cost of the project was approved in the FY2025 budget by Council in September 2024 and will be encumbered in 40254110-534000.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the work assignment for the WRF Master Plan with Jacobs.

ATTACHMENTS:
Scope of Work from Jacobs
Direct Select Form
Work Assignment Cover Sheet

November 23, 2024

Attn: Kim Clayback, PE
City of Bradenton Public Works
1411 9th Street West
Bradenton, FL 34205
Delivered via email: kim.clayback@bradentonfl.gov

Project name: City of Bradenton WRF Master Plan

Subject: Jacobs Scope of Work for WRF Master Plan

Dear Kim,

The City of Bradenton (City) requested Jacobs Engineering Group Inc. (Jacobs) to provide a scope of services under the Master Service Agreement (MSA) dated March 22, 2023, between the City and Jacobs. This project will develop a comprehensive 10-year Master Plan for the City's Water Reclamation Facility (WRF). Jacobs will consolidate information and institutional knowledge gained from several concurrent assignments ongoing for the WRF including:

- WRF SCADA Assessment
- WRF NPDES Permit Renewal
- WRF Operations Support
- WRF Post-Storm Assessment
- Consent Decree Support Services – including WRF projects.

I. Scope of Work

Jacobs will prepare a Master Plan for the WRF. The plan will identify and prioritize improvements, replacement, efficiencies, and budgetary items recommended for a 10-year planning period. The work will be comprised of the following tasks and will be performed January 2025 – September 2025.

- Task 1 - Project Management
- Task 2 - Planning Considerations
- Task 3 - Asset Management Considerations
- Task 4 - Technical Evaluations
- Task 5 - Master Plan Implementation Considerations
- Task 6 - Master Plan Report & CIP Forecast

Task 1 Project Management

Jacobs will provide standard project management services including participating in coordination meetings with City staff to keep City leadership updated on progress made with the tasks included in this authorization. An invoice will be provided monthly and will include a progress report documenting services provided and anticipated services for the next month.

For meetings, Jacobs shall be responsible for the preparation and distribution of meeting agendas, meeting minutes, and sign-in sheets. In addition, Jacobs will schedule and attend monthly coordination and review meetings. It is anticipated that this effort will include up to six remote meetings via Microsoft Teams and four face-to-face meetings.

Task 1 Deliverables

- Facilitate ten project progress meetings, agenda - provide meeting minutes.
- Submit monthly project invoices and progress reports.

Task 2 Planning Considerations

It is important to gain a thorough understanding of potential issues and challenges facing the City's WRF. The first step with every master plan is to assess current conditions and analyze future conditions that could influence the wastewater infrastructure. This important step ensures investments made today are consistent and portable to address future conditions. Jacobs has a good working knowledge of the WRF and will reply upon the available documentation and institutional knowledge to contribute to the Master Plan Report. The specific activities included in this task include the following.

- *Task 2.1 – Data Collection & Review*. Consolidate available information, identify gaps, confirm validity of the information to be used for planning purposes.
    - WRF Permit Renewal Application Package
    - Capacity Analysis Report Update (CARU)
    - Operation and Maintenance Performance Report Update (OMPRU)
    - Report of Whole Effluent Toxicity Testing
    - Reuse Operating Protocol Update (ROPU)
    - Collection System Action Plan (CSAP)
    - WRF Energy Management Plan
    - WRF SCADA Assessment
    - FDEP Underground Injection Control (UIC) Inspection Reports for Injection/ASR Wells
    - FDEP monthly Discharge Monitoring Reports (DMRs) for past 5 years
    - FDEP Notice of Violations for the past 5 years.
    - WRF Interim Wet Weather Management Strategy (if documented)
    - Operational history, list of specific operational challenges
    - Data management schema and monthly compliance reports
    - Consent Decree Semi-Annual Reports
    - Historical unauthorized discharges and WRF bypass Incident Reports

- *Task 2.2 – Establish Level of Service (LOS).* Jacobs will work with the City to formalize LOS criteria associated with the WRF including biosolids beneficial use; non-potable water reuse; facility bypasses and discharges; odor control; wet weather management; peak treatment capacities; and community aesthetic/audio impacts.

- *Task 2.3 – Project Kick-Off Workshop & Summary of Planning Objectives*. Facilitate a collaborative kick-off workshop with key City staff to identify objectives, goals, and outcomes desired from the Master Plan. Potential agenda topics for the Kick-Off Meeting with City staff include the following:
    - Introduce project team and City staff and identify roles and responsibilities,
    - Establish communications protocol for both information and formal correspondence,
    - Identify active contract/in-house work underway at the WRF,

- Identify key stakeholders by name for data collection,
- Discuss alignment with City programs including development, planning, zoning, and Comprehensive Plan elements,
- Discuss climate related hazards to consider for scenario planning.

- *Task 2.4 – Staff Interviews*. The best way to learn institutional knowledge about the City's WRF infrastructures, capital needs, budgetary challenges, and future expectations is to speak directly to the personnel charged with day-to-day operations. Interviewing staff provides the benefit of obtaining objective and different perspectives of the challenges and issues facing the City. Key staff from the following City departments may be interviewed to solicit their perspective regarding the best us of long-term capital and operations & maintenance (O&M) funds.
  - Executive Team
  - Budget & Management
  - Economic Development
  - Public Works & Utilities

- *Task 2.5 – Summary of Potential Future Regulations*. Planning for future capital investments necessitates evaluating existing and future regulations. Under this task, Jacobs will summarize local, regional, state, and federal regulations under discussion or in process of adoption that could impact the WRF. Identify compliance and/or mitigation strategies for each regulation related to emerging contaminants, resilience, water quality, biosolids, and air quality. Jacobs will review the following permits, regulations, and pending rules and other regulation guidance documents:
  - Consent Decree
  - NPDES Permit Conditions
  - MS4 Permit for Stormwater Management
  - Minimum Flows & Levels (MFL) and Total Maximum Daily Loads for Mantee River
  - Air Pollution Control
  - Underground Injection Control
  - Best Management Practices
  - Innovative Nutrient Reduction & Resource Recovery

- *Task 2.6 – Population, Growth, & Demand Forecasts.* Confirm forecasts are consistent among available sources including but not limited to the University of Florida Bureau of Economic and Business Research (BEBR), Manatee County projections, and the most recent U.S. Census published information. Coordinate with City Departments to identify potential growth corridors and 10-year capacity needs.
  - Development Forecasts, The City will advise Jacobs of information available related to known developer based projects or corridors potentially requiring treatment capacity from the WRF.

- *Task 2.7 – Update Existing Master Site Plan & Process Flow Diagram*. Considering capacity, wet weather impacts, future regulations, and growth factors; develop a site plan for the WRF that accommodates current needs and future needs.

- *Task 2.8 – Technical Memorandum for Task 2*. Summarize work performed for Task 2into a Technical Memorandum. Present the Task 2 Memo to staff at a progress meeting. Address client comments via a comments log.

Task 2 Deliverables

- Facilitate project kick-off meeting with City staff – provide agenda and meeting minutes.
- Updated Existing Master Site Plan.
- Updated Existing WRF Process Flow Diagram.
- Task 2 Technical Memorandum.
- Task 2 Technical Memorandum Comments Log.

Task 3 – Asset Management Considerations

After the conditions for which the infrastructure must perform are quantified, the Master Plan scope will target investment for key assets to maintain the City's desired levels of service. This task will support development of the WRF Asset Management Program. This scope of work assumes a visual assessment of the condition of key WRF assets will be documented by the Jacobs Operations Support Team currently working at the WRF. The condition information will be documented in the Master Plan and used for infrastructure planning purposes. The specific activities included in this task are listed below.

- *Task 3.1 – Confirmation of Levels of Service (LOS)*. Facilitate a workshop with City staff to clarify the LOS desired by the City for asset inspections, replacement cycles, wet weather management, and key performance metrics.

- *Task 3.2 – Wastewater Treatment Asset Renewal Cycles*. Identify standard useful life, remaining useful life, industry standard replacement cycles, renewal cycles, and condition assessment cycles for key WRF assets including pumps, valves, tanks, structures, electrical systems, and specialized equipment packages. Prepare forecast for capital investment for key WRF assets.

    - Asset Management Tool. Jacobs will also review the current asset management strategies and programs including industry-standard hardware and software systems to improve efficiency, prioritization, and management of infrastructure.

- *Task 3.3 – Risk & Criticality Analysis*. This subtask includes review of historical performance and flooding at critical facilities and system components. Jacobs will perform a high-level risk & criticality analysis to identify the assets, process units, systems, or areas having the greatest potential to be considered an extreme or high risk of failure. Single point failures will be identified.

- *Task 3.4 – Biosolids Management Asset Renewal Cycles*. Identify standard useful life, remaining useful life, industry standard replacement cycles, renewal cycles, and condition assessment cycles for key biosolids assets including tanks, electrical components, conveyors, load-out systems, dewatering/thickening equipment, and specialized equipment packages. Prepare forecast for capital investment.

Task 3 Deliverables

- Facilitate Level of Service Workshop.
- Update/Develop Asset Renewal Cycle Forecast.

Task 4 – Technical Evaluations

After the conditions for which the infrastructure must perform are quantified, the Master Plan scope will target investment for key assets to maintain the City's desired levels of service. This task will support development of the WRF Asset Management Program. The specific activities included in this task are listed below.

- *Task 4.1 – Process & Hydraulic Modeling*. This subtask includes review of the structure and current status of the WRF process model and WRF hydraulic model. Jacobs will update both the hydraulic and process model to reflect current conditions. The updated models will be used to assess conditions and gaps for the 10-year planning period. Additional survey may be required from the City to confirm elevations of treatment assets. In the event hydraulic and/or process models are not available for the WRF, Jacobs will develop a basic framework model for use with the Master Plan Update.

- *Task 4.2 – Site, Security, Vulnerability, & Resilience Assessment*. Jacobs will assess the WRF conditions to determine if site improvements are warranted to improve the functionality, reliability, and resilience of the WRF.

    - Climate Science Review & Inundation Mapping. This subtask provides a review of available climate scenarios published by the Intergovernmental Panel on Climate Change (IPCC). This mapping exercise will consider local sea level rise (SLR), extreme rainfall, tidal flooding, and storm surge impacts by looking at the 2040 forecasted information.

    - Operational Vulnerability Assessment. This subtask includes identifying condition which present challenges with maintaining permit compliance and requiring WRF bypasses. Recommendations will be provided for capital investments and/or operational protocols necessary to maintain service before/during/after vulnerable events. Jacobs will suggest operational strategies the City can use the help control emergency events beyond the established LOS to be greatest extent possible. The City will identify two (2) "emergency events" beyond the LOS for Jacobs to consider.

    - Site Security Assessment. This subtask includes conducting a safety audit that includes a facility walk-thru and interviews with plant staff; review of safety related incident reports; assessment of general safety measures; and identification of safety deficiencies.

    - Resilience Assessment. Jacobs will recommend approaches and strategies to increase the WRF's resilience as related to improving the ability to recover from an unanticipated situation (fire, lightning strike, weather, etc).

- *Task 4.3 – Information Technology*. Jacobs will recommend technologies for the City to consider for acquiring, processing, and managing real-time data associated with WRF operation and performance. The intent of this activity is to streamline performance tracking, identify potential issues, and mitigate potential and known risks. The following methodologies will be considered:
    - Condition monitoring.
    - Intelligent computerized maintenance management system (CMMS).
    - Reliability centered maintenance.

- Risk based analytics.
- Tools for capturing data (condition monitors, flow monitors, drone reconnaissance, acoustic and infrared tools, and water quality monitors, etc.

- *Task 4.4 - Alternatives Analysis*. An alternative analysis workshop will be held with the City staff to confirm 10-year priorities for consideration. Jacobs will evaluate specific options related to the future capital program. Alternatives Analysis will consider opportunities to streamline operations, position or regulatory compliance, and minimization strategies. Analysis will include:

    - Air Quality Analysis. Jacobs will provide recommendations regarding air quality (odor control & emissions control) and high-level actions for reducing greenhouse gas emissions. This may be of particular interest in the event plant capacity increases of the 10-year planning period. If a detailed odor evaluation is required due to close proximity of the WRF property boundary to odor sources, Jacobs will provide the City with a separate budget for that investigation.

    - Biosolids Management. Jacobs will evaluate information related to the current condition and forecasted longevity of th existing biosolids management, processing, and disposal assets. Recommendations will be provided regarding solids minimization strategies to reduce the quantity of biosolids generated at the WRF and the quality of biosolids delivered off-site.

    - Nutrient Reduction and Resource Recovery Approaches. Jacobs will evaluate the capital investment required for comprehensive nutrient reduction and resource recovery for WRF effluent streams to produce higher quality reclaimed water. Future regulations are likely to continue to evolve toward high quality effluent produced by WRFs. The City will be provided with strategies for addressing this over time.

- *Task 4.5 – Cost Estimating*. Jacobs will develop a protocol for estimating costs of improvements and projects identified in the Master Plan to ensure estimates are consistent and inclusive of the same costing criteria. The methodology for cost estimating will be included in the Master Plan. Jacobs will also provide a protocol for the City to follow to update future CIP costs to account for inflation, year of construction, and other financial considerations. It is envisioned this protocol will be applied to the CIP each year during budget development.
    - *Operating Budget Impacts*. The Master Plan will also present anticipated impacts to the operating budget posed from the recommendations. Areas to be considered include; staffing resources, power, chemicals, and maintenance.

Task 4 Deliverables

- Alternatives Analysis Workshop, agenda, meeting minutes, action items, comments log.

Task 5 – Master Plan Implementation Considerations

The final component of the Master Plan is to put the pieces together into a cohesive roadmap that prioritizes investments anticipated over the planning period. Some investments will be dependent upon conditions before they are necessary. For example, regulatory impacts related to PFAS may facilitate

different biosolids technology. However, that technology/approach is not necessary until a regulatory mandate is published. The specific activities included in this phase of work are listed below.

- *Task 5.1 – Funding Opportunities.* The City may elect to pursue federal grants or low-interest loans funding for advancement of the Master Plan recommendations. Jacobs will identify potential third party funding opportunities for the projects recommended by the Master Plan.

- *Task 5.2 – Procurement Strategies*. Jacobs will provide recommendations for packaging capital projects for economies of scale, savings, and/or improved functionality. Jacobs will also advise the City which projects are suitable for collaborative delivery models such as Construction Manager at-Risk (CMAR) and Progressive Design-Build (PDB).

- *Task 5.3 – Facility Staffing Plan*. Prepare a Facility Staffing Plan to assess the existing staff positions required to operate and maintain the WRF. Identify internal and external staffed functions and training programs suitable to ramp up skillsets and increase performance. Provide up to five draft position descriptions for functions not currently addressed or included in the City's Human Resources classification system.

- *Task 5.4 – 10-Year Master Site Plan & Process Flow Diagram*. Considering capacity, wet weather impacts, future regulations, and growth factors; develop a site plan for the WRF that accommodates current needs and future needs.

- *Task 5.5 – Plan Implementation Roadmap & Preliminary Master Schedule*. Prepare a conceptual visualization showing predecessor, successor, and interdependent projects along with general durations for similar work.

- *Task 5.6 – Identification of Investment Triggers & Monitoring Strategies*. Recommend data or published information the City could monitor to clarify when investment is warranted. Data may include but not be limited to flows, loads, development approved, permit conditions, FDEP new/changed regulations, energy usage, asset obsolescence, and remaining useful life.

- *Task 5.7 – 10-Year CIP and Operating Budget Forecast*s. Prepare preliminary capital and operating budget forecasts for the projects included in the planning period. Identify year of dollars assumed, contingency levels applied, cost estimating assumptions, and other potential factors that could influence future costs.

Task 5 Deliverables
- Specialized Position Descriptions
- 10-year Master WRF Site Plan
- Preliminary 10-year Master CIP Schedule
- Master Plan Implementation Roadmap
- 10-year CIP and Operating Budget Forecasts

Task 6 – Master Plan Report & CIP Forecast

After the conditions for which the infrastructure must perform are quantified, the Master Plan scope will target investment for key assets to maintain the City's desired levels of service. This task will support

development of the WRF Asset Management Program. The specific activities included in this task are listed below.

- *Task 6.1 – Prioritization Methodology*. In order to ensure the highest priority needs are addressed first, Jacobs will develop a prioritization strategy for needs to be assessed on an equal-basis. The criteria used for prioritizing projects will be based on the City's priorities and triple bottom line considerations (cost, social, and environment). The City will be engaged each step of the prioritization process. Jacobs' workflow for tis subtask includes:
    - Develop prioritization criteria/benefits.
    - Develop weightings for criteria,
    - Develop scoring for criteria.
    - Facilitate prioritization Workship with participants from multiple City Divisions.
    - Prioritization methodology and results Technical Memorandum.

- *Task 6.2 – CIP Documentation*.
    - Project Fact Sheets. Jacobs will develop project Fact Sheets for the Master Plan recommendations requiring CIP investment. The Fact Sheets will include: purpose, justification, benefit, estimated cost, and conceptual implementation schedule. The scope is based upon preparing up to 20 Project Fact Sheets.
    - CIP Cash-Flow Forecast Spreadsheet. Jacobs will prepare a spreadsheet showing the preliminary timing, phasing, sequencing, and funding needed to implement the 10-year Master Plan capital project recommendations.
    - Operating Budget Impact Statement. Jacobs will prepare an Operating Budget Impact Statement summarizing potential needs during the 10-year planning period. Needs may be related to staffing, facilities, assets management, data management, instrumentation & controls, reporting optimization, spare parts inventory, and maintenance needs.

- *Task 6.3 – Draft Master Plan & Review Workshop*. Jacobs will provide the City with an electronic draft Master Plan for review and comment. Comments will be consolidated into a City Comments Log. Jacobs will document comments received including the resolution and responsible party. Jacobs' Project Manager will be responsible for reviewing each comment log and confirming City comments have been fully addressed. The preliminary table of contents for the Master Plan is provided in **Attachment A**.
    - Review Workshop. A Master Plan review Workshop will be held to confirm gaps are not present and the document satisfies the City's expectations.

- *Task 6.4 – Final Master Plan*. Jacobs will issue the Final Master Plan in electronic format to the City. A total of ten (10) hard copies of the Report will be provided if desired by the City.
    - Master Plan Presentation. Jacobs will develop a PowerPoint presentation summarizing the Master Plan process and recommendations.

Task 6 Deliverables

- Prioritization Workshop
- CIP Fact Sheets
- Draft Master Plan Report (electronic pdf)
- Master Plan Review Workshop

- Final Master Plan Report (10 copies & electronic pdf)
- Master Plan PowerPoint Presentation

II. Fee Estimate

A breakdown of the Jacobs's fee by project task is presented in the following table. Jacobs will be compensated on a Lump Sum basis up to the not-to-exceed limit of $350,000.

TASKS	FEE ($)
1. Project Management	$30,500
2. Planning Considerations	$49,000
3. Asset Management Considerations	$42,000
4. Technical Evaluations	$105,000
5. Master Plan Implementation Considerations	$35,000
6. Master Plan Report & CIP Forecast	$88,000
TOTAL	**$349,500**

III. Schedule

A breakdown of the project schedule by task is presented in the following table. Jacobs is committed to having the draft master plan completed no later than September 30, 2025.

TASKS	2025 SCHEDULE	TASK DURATION (days)
1. Project Management	January – September	270
2. Planning Considerations	January – March	90
3. Asset Management Considerations	February – April	90
4. Technical Evaluations	March – July	150
5. Master Plan Implementation Considerations	June – August	90
6. Master Plan & CIP Forecast	July – September	75

IIV. List of Deliverables

The project deliverables to be provided by Jacobs under this task order are listed in the following table.

TASKS	DELIVERABLES	DAYS FROM NTP
1. Project Management	• Meeting Minutes • Invoice & Progress Report – monthly	7 monthly
2. Planning Considerations	• Project Kick Off Meeting. • Updated Master Site Plan. • Updated WRF Process Flow. • Task 2 Technical Memorandum.	14 45 45 75
3. Asset Management Considerations	• Facilitate Level of Service Workshop. • Update Asset Renewal Cycle Forecast.	60 90
4. Technical Evaluations	• Alternatives Analysis Workshop	100
5. Master Plan Implementation Considerations	• Specialized Position Descriptions • 10-year Master WRF Site Plan • Preliminary 10-year Master CIP Schedule • Master Plan Implementation Roadmap • 10-year CIP and Operating Budget Forecasts	240 200 200 240 240
6. Master Plan & CIP Forecast	• Prioritization Workshop • CIP Fact Sheets • Draft Master Plan Report • Master Plan Review Workshop • Master Plan PowerPoint Presentation • Final Master Plan Report	220 240 240 245 245 270

V. General Assumptions

- Client will be Furnishing Data/Information. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the Client or other third parties without independent verification. Additional effort by Jacobs due to invalid data or information provided by the Client or others, may entitle Jacobs to additional compensation.

- Financial Analyses. This scope of work does NOT include the following professional services or evaluations:
  - Rate Study to ascertain the level of current or future investment current utility rates can sustain.
  - Debt service evaluation
  - Affordability evaluation
  - Cost of Service evaluation

- Cost Estimates. In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that

Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates.

- Survey Services. The scope of work does not include surveying services. Jacobs will identify specific surveying needs including elevations, top of pipe, crown of pipe, and geospatial coordinates. The City will be responsible for retaining or self-performing any necessary surveying support services.

- Subsurface Utility Evaluations. The scope of work does not include services required for subsurface utility evaluations or investigations. Jacobs will not perform excavations or digging on the WRF site. Information needs related to subsurface utilities and yard piping will be requested from the City. Assumptions based on available record drawings will be documented in the event confirmation of site specific information is not available.

- Change in Law. The scope of services is based on the federal, state, and local codes and standards in effect on the effective date of the authorization. Any changes in these codes or standards may necessitate a change in scope, to include an equitable adjustment.

- Hydraulic and Process Models. The City will provide Jacobs with native model files and accompanying modeling reports. WRF staff will advise Jacobs of any known or repetitive modeling issues. In the event hydraulic and/or process models are not available for the WRF, Jacobs will develop a basic framework model for use with the Master Plan Update.

- SCADA/Client Systems Assessments and/or Programing Services. Jacobs consultation, review, configuration, or study (as applicable) of Client's software, hardware, products or systems (collectively "Client's System") in no way makes Jacobs responsible for the performance, operation or security of Client's System. Jacobs makes no warranty, whether expressed or implied, as to the viability or performance of Client's System. Additionally, Jacobs cannot and does not provide any representation, warranty or guarantee that its services will ensure Client's System will not be vulnerable, susceptible or open to outside infiltration, exploitation, hacking or breach from third parties, outside entities or sources. Client is solely responsible for the security of Client's System and Jacobs' services do not in any way relieve Client of any responsibility for the protection, firewalling and/or overall security of Client's System. Jacobs shall have no responsibility or liability for the security of Client's System and Client shall indemnify and hold Jacobs harmless for any claims, liability, actions, damages, expenses, and/or costs of any kind associated with any actual or alleged infiltration, data loss, data corruption, exploitation, hacking or breach of Client's System at any time regardless of the source or cause thereof.

- Wastewater Collection System Information. Jacobs will rely upon information documented and provided by the City staff regarding the condition of infrastructure upstream and downstream of the WRF. Wastewater collection system improvements and deep injection well improvements are not part of this scope of work.

- Review Processing Times.
    - Jacobs to provide review comments within 10 business days for draft reports received.
    - City to provide review comments within 5 business days for draft reports prepared by Jacobs.

JACOBS AND THE CITY OF BRADENTON have caused this Task Order to be executed by their duly authorized representatives on the day and date written BELOW.

JACOBS ENGINEERING GROUP INC.



By: _____
Joelle Francois, P.E.
Designated Manager

Date: November 22, 2024

CITY OF BRADENTON, FLORIDA

By: _____
Kim Clayback, P.E., City Engineer
Public Works & Utilities Department

Date: _____

Attachment A
City of Bradenton WRF Master Plan
Preliminary Table of Contents

Note: The exact Table of Contents may vary from this Attachment. This preliminary version is provided for informational purposes only to clarify specific components anticipated to be included in the 10-Year Master Plan.

Acknowledgements
Acronyms and Abbreviations

Executive Summary
ES-1 Basis of Planning
ES-2 Project Approach
ES-3 Service Area Overview
ES-4 Capacity Analysis Modeling
ES-5 WRF Hydraulic Loading Evaluation
ES-6 WRF Process Evaluation
ES-7 CIP Recommendations
ES-8 Operating Budget Recommendations

1. **Introduction**
   1.1. Project Background and Objectives
   1.2. Overview of Existing WRF
   1.3. Summary of Scope of Work
   1.4. Report Organization

2. **Planning Considerations**
   2.1. Population Projections
   2.2. Service Area Overview
   2.3. Historical Flows & Loads
   2.4. Level of Service
   2.5. Capacity Analysis

3. **Regulatory Framework**
   3.1. Operating Permit Conditions
   3.2. Off-Specification Storage Capacity
   3.3. Consent Decree Requirements
   3.4. Emerging Contaminants
   3.5. Biosolids Management & Disposal

4. **Technical Evaluations Performed**
   4.1. Hydraulic Modeling & Capacity Analysis
      4.1.1. Dry Weather Effective Capacity
      4.1.2. Wet Weather Effective Capacity
   4.2. Process-by-Process Evaluations
   4.3. Asset Management Evaluations

4.3.1. Major Assets Condition Assessment
4.3.2. Criticality Analysis
4.3.3. Renewal & Replacement Model
4.3.4. Buildings and Structures Condition Assessment
4.4. Resilience & Sustainability Evaluation

5. **Water Reclamation Facility Evaluations Results**
   - Influent Screens & Influent Pump Station
   - Headworks Screens & Headworks Grit Removal Units
   - Aeration Basins & Aeration Equipment
   - Secondary Clarifiers & Return Activated Sludge Pumps
   - Effluent Filters Feed Pumps & Effluent Filters
   - Chlorine Contact Basins & Disinfection System
   - Reclaimed/Off-Specification Water Storage
   - Effluent Reuse and Disposal
   - Biosolids Handling
   - Process Evaluation Summary
   - Asset Condition Assessment
   - Building & Roof Condition
   - Site Assessment & Climate Resilience Review
   - SCADA, Instrumentation, Controls, & Telemetry

6. **Master Plan Implementation Roadmap**
   6.1. Funding Strategies
   6.2. Procurement Strategies
   6.3. Climate Adaptation Strategies
   6.4. Phasing & Logistics
   6.5. Master Site Plan

7. **Capital Improvement Plan Recommendations**
   7.1. Prioritization Methodology
   7.2. Cost Estimating Methodology
   7.3. Immediate Recommendations
   7.4. Near-Term (10-year) Recommendations

8. **Operational Improvement Recommendations**
   8.1. 10-Year Facility Staffing Plan
   8.2. Safety and Accessibility Improvements
   8.3. Security & Vulnerability Improvements
   8.4. Immediate WRF Operations Enhancements
   8.5. Near-Term (10-year) Operations Enhancements.

Direct Select Form

Request Date	Contract No.	Cost Estimate
12/5/24	RFP 22-029TWS	$349,500

Requested By: Kim Clayback	**Division / Department: Engineering**
Administrative Agent (*If different from Requestor*):	
Library Category: Water & Wastewater Design Services	**Vendor Name: Jacobs Engineering Group Inc.**
Work Assignment Title: Water Reclamation Facility Master Plan	

Description of Requested Services:

This project will develop a comprehensive 10-year Master Plan for the City's Water Reclamation Facility (WRF). The plan will identify and prioritize improvements, replacement, efficiencies, and budgetary items recommended for a 10-year planning period. The work will be comprised of the following tasks:

- **Project Management**
- **Planning Considerations**
- **Asset Management Considerations**
- **Technical Evaluations**
- **Master Plan Implementation Considerations**
- **Master Plan Report & CIP Forecast**

Justification: (*Select all that apply and explain below*)	Past experience with project Continuation of previous work assignment Unique qualifications Other

Comments / Explanation of Direct Select:

Jacobs Engineering currently has staff at the WRF assisting the operations team and has become very familiar with our treatment process. Jacobs has also been assisting the City with the implementing and reporting requirements of the Consent Decree. Additionally, they have previously sent engineers and subject matter experts to the plant to provide nitrogen removal troubleshooting and a post hurricane damage assessment. This combination of institutional knowledge and technical expertise makes them the ideal candidate to complete this critical facility planning effort.

Requestor: Kim Clayback	**Signature:** Kim Clayback Digitally signed by Kim Clayback Date: 2024.12.09 10:59:14 -05'00'	**Date:**
Department Director: Irvin Lee	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2024.12.09 11:05:29 -05'00'	**Date:**
Procurement Manager: Erin Jones	**Signature:**	**Date:**

CONTRACT
BETWEEN
JACOBS ENGINEERING GROUP INC.
AND
CITY OF BRADENTON

CITY ASSIGNMENT NO. 3

WORK ASSIGNMENT TITLE: Wastewater Reclamation Facility Master Plan

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF WORK
3. WORK ASSIGNMENT SCHEDULE

NEGOTIATED FEE: $349,500

CONSULTANT'S PROJECT MANAGER:
NAME: Leisha Pica TITLE: Program Manager

EMAIL: Leisha.pica@jacobs.com PHONE: 561-512-3533

CITY'S PROJECT MANAGER:
NAME: Kim Clayback TITLE: Engineering Manager

EMAIL: kim.clayback@bradentonfl.gov PHONE: 941-708-6300 x224

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT DESIGNATED
MANAGER: Joelle Francois, PE

SIGNATURE: Joelle S Francois Date 12/11/24

CITY PROJECT
MANAGER: Kim Clayback
(PRINT NAME)

SIGNATURE: Kim Clayback Digitally signed by Kim Clayback Date: 2024.12.11 11:52:09 -05'00' Date

CITY MAYOR:

(PRINT NAME)

SIGNATURE: Date

AGENDA ITEM NO. 6.am

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement between City of Bradenton and Forerunner Industries. Inc.

SUGGESTED ACTION: Approval of Master Services Agreement for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is entering into an agreement with Forerunner to provide Floodplain management and emergency Management software.

Due to software components and unique software that allows government agency to monitor compliance with National Flood Insurance Program and extraction and validation of data from various elevation certificates, it was determined that Forerunner would qualify for a sole source. Purchasing advertised a sole source on DemandStar for 7 business days per the purchasing policy. The sole source closed with no additional submittals from any other companies. Therefore, the sole source was upheld, and the resulting contract is before Council.

FINANCIAL IMPACT:
Operating budget

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by attorney Rudacille.

SUGGESTED MOTION:

Approve agreement for Mayor's signature.

ATTACHMENTS:
Master Services Agreement and Statement of Work

FORERUNNER

Master Services Agreement & Statement of Work

Bradenton, FL

Table of Contents

Master Services Agreement

1. Definitions.
2. Contract Documents.
3. Forerunner Software Services.
4. Customer Responsibilities; Restrictions; and Suspension.
5. Fees; Payment Terms; Taxes; Customer Acknowledgement.
6. Term; Termination.
7. Intellectual Property and Ownership
8. Publicity and Marketing.
9. Confidential Information.
10. Representations and Warranties.
11. Disclaimer of Warranties.
12. Indemnification.
13. Limitation of Liability.
14. Dispute Resolution.
15. Notices.
16. Miscellaneous.

Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement ("**Agreement**"), effective as of January 1st, 2025 ("**MSA Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and The City of Bradenton, a municipal corporation of the State of Florida ("**Customer**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
    a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
    b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
    c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
    d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
    e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
    f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
    g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
    h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
    i. **Forerunner Intellectual Property** means:
        1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.

2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.

j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.
k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.
l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.
n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.
o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
p. **Term** means the Initial Term and any Renewal Terms.
q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.
r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.
s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. Contract Documents.

The contract documents, which comprise the entire contract between the Parties, and which are made a part hereof by reference, shall consist of the following:

a. Agreement and Information Security Vendor Addendum; and
b. Statement of Work No. 1

(collectively, the "Contract Documents"). The Statement of Work is attached hereto and incorporated herein as Exhibit "A". To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

3. Forerunner Software Services.

a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by

reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").

b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").

c.

Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.

e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services with prior written approval from the Customer. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference. The use of such Vendors shall not alter or amend the obligations of Forerunner to comply with the terms and conditions of this Agreement in the provision of the Services.

4. Customer Responsibilities; Restrictions; and Suspension.

a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. Notwithstanding any provision contained in this Agreement and any Statement of Work incorporated herein, all aspects of this Agreement are subject to Florida's public records requirements.

b. **In addition, Customer shall**:

i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.

ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.

iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.

iv. Comply with all applicable local, state, federal and foreign laws in using the Services.

c. **Restrictions.**

i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.

ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.

iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.

iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.

v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.

vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.

vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.

viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).

ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).

x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.

xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.

xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.

d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services as soon as reasonably possible once it verifies that Customer has resolved the condition requiring suspension.

5. Fees; Payment Terms; Taxes; Customer Acknowledgement. Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").

a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:

i. Fees are based on the Services purchased.

ii. Payment obligations are non-cancelable.

iii. Fees paid for services rendered are non-refundable.

iv. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 5% increase over the prior Term's Annual Fee.

b. **Payment Terms.**

i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid in accordance with Florida's Prompt Payment Act.

ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.

c. **Taxes.** Customer will be responsible for all taxes associated with Services.

d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.

6. Term; Termination.

a. **Term**. This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.

b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.

c. **Termination.**

i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).

ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes

insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.

iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro- rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).

iv. Customer may terminate this Agreement for convenience with thirty (30) days prior written notice.

v. Customer may terminate this Agreement in the event of breach by Forerunner of any term or condition of this Agreement upon ten (10) days' prior written notice (written notice includes an e-mail to the e-mail address designated by Forerunner herein.)

d. **Effect of Expiration of Term; Termination; Survival**. Upon expiration of Term or earlier termination:

1. The Services will terminate and each party will cease use of the other party's Confidential Information.
2. Customer will pay Forerunner in accordance with Florida's Prompt Payment Act for any approved amounts due and owing for the Services up to and including the last day on which the Services are provided.
3. Forerunner shall maintain or dispose of Customer Materials in compliance with the requirements of Florida's public records laws. .All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. Intellectual Property and Ownership.

a. **Forerunner Intellectual Property**.

i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph **"Limited License."**

ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

b. **Customer Data.**

i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request.

8. Publicity and Marketing. The parties agree that:

a. Forerunner may, with prior written approval from Customer, include Customer's name and logo in its customer lists and on its website.

b. Forerunner may, with prior written approval from Customer, issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.

c. Customer will use reasonable efforts to act as a reference for Forerunner.

d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

9. Confidential Information.

a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:

i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.

ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.

iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is

not, at the time of such receipt, under any obligation to maintain its confidentiality.

b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
   i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
   ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
   iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

c. Notwithstanding any provision contained in this Agreement and any Statement of Work incorporated herein, all aspects of this Agreement are subject to Florida's public records requirements.

10. Representations and Warranties.

a. **Customer**.
   i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
   ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
      1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
      2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
      3. Use the Services in compliance with all Applicable Laws.

b. **Forerunner**. Forerunner represents and warrants to Customer that it will:
   i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
   ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
   iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
   iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
      1. For scheduled maintenance.
      2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
      3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
         a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
         b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
         c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
         d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or

e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

11. Disclaimer of Warranties.

a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.

b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.

c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

12. Indemnification. Customer (the "**Indemnifying Party**") shall indemnify, defend and hold harmless Forerunner and its officers, directors, employees, agents, successors and assigns (collectively, the "**Indemnified Party**") against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees and the costs of enforcing any right to indemnification under this Agreement ("**Losses**"), arising out of or resulting from any third-party claim, suit, action or proceeding ("**Action**") arising out of, relating to or resulting from the Indemnifying Party's:

a. Breach of any representation, warranty, covenant or obligation under this Agreement.

b. Use of the Services in a manner not authorized by this Agreement.

c. Gross negligence, willful misconduct or fraud in connection with the performance of its obligations under this Agreement.

d. The Indemnified Party will promptly notify the Indemnifying Party of the existence of any Action giving rise to a claim for indemnification under this section and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Indemnified Party will at all times have the right to participate in such defense at its own expense.

Notwithstanding any provisions contained in this Agreement and any Statement of Work incorporated herein, any indemnity provided by the Client shall be subject to the monetary limitations of Section 768.28, Florida Statutes.

Nothing in this Agreement and any Statement of Work incorporated herein is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City of Bradenton, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under Section 768.28, Florida Statutes.

13. Limitation of Liability.

a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:

i. Any loss of revenue or profit.

ii. Loss of goodwill or reputation.Damage or losses caused by any third party materials used in connection with the services.

Dispute Resolution. In the event of a dispute arising under or relating to this Agreement, the parties agree that the laws of the State of Florida shall govern all provisions of this Agreement and any Statements of Work incorporated herein. Venue for any dispute arising out of this Agreement shall be the Twelfth Judicial Circuit in and for Manatee County, Florida.

14. Notices. All notices under this Agreement will be provided in writing to the addresses designated below and will be deemed to have been duly given when received as follows:

a. Personally delivered.

b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.

c. Upon actual receipt when transmitted by U.S. mail to the receiving party's designated address.

To City: City of Bradenton
c/o Building Inspector
101 Old Main Street
Bradenton, Florida 34205

With a copy to: Blalock Walters, P.A.

c/o Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

To Contractor: Forerunner Industries, Inc.
c/o Susanna Pho
548 Market Street,
San Francisco, California, 94104

15. Miscellaneous.

a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.

b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.

d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or 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.

f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets. Any delegates or assignees shall be required to comply with all of the terms of this Agreement.

j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.

k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

l. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which

together are deemed to be one and the same agreement.

m. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.	**CUSTOMER**
Signed: 	Signed:
Name: Susanna Pho	Name:
Title: Chief Operating Officer	Title:
Date: 12/06/2024	Date:
Address: 548 Market Street #93531, San Francisco, CA 94104	Address:

Exhibit “A”

Statement of Work No. 1

This Statement of Work No. [1] (“**SOW**”), effective as of January 1st, 2025 (the “**SOW Effective Date**”), is entered into between Forerunner Industries, Inc., a Delaware corporation (“**Forerunner**”), and The City of Bradenton, a Florida City (“**Customer**”). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on January 1st, 2025. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: The City of Bradenton
Customer Address: 101 Old Main Street, Bradenton, FL, 34205
Customer Contact Name: Scott Williams
Contact Email: scott.williams@bradentonfl.gov
Contact Phone: 941-932-9404

Billing Contact Name: Scott Williams
Billing Contact Email: scott.williams@bradentonfl.gov
Payment Type (Ex. ACH, Check):
Purchase order signature necessary? (Y/N):

Initial Term

One (1) Year

Fees

Item	Type	Cost
Forerunner Annual License *$7,500 discount off if signed by 12/31/2024*	Yearly	~~$35,000~~ **$27,500**
Repetitive Loss Properties Module *100% off year 1 cost if signed by 12/31/2024*	Yearly	~~$4,000~~ **$0**
Code Enforcement Module (Milestone Inspections) *100% off year 1 cost if signed by 12/31/2024*	Yearly	~~$4,000~~ **$0**
~~**One-time Set-up**~~ *Waived if signed by 12/31/2024*	~~One-Time~~	~~$6,000~~ **$0**

Payment Terms

Forerunner’s may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services**. Forerunner will provide the following software and services to the Customer:
    a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request.
        i. **Data augmentation.** When available, data extraction will include:
            b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
            c. Automated Elevation Certificate parcel assignment, subject to the terms and conditions of the Master Services Agreement.
            d. FIRM data assignment.
            e. Datum conversion.
    b. Software. As part of its ongoing Software offering, Forerunner will provide the following:
        i. Accounts for up to five (5) users. Additional seats available for added fee.
        ii. Forerunner internal dashboard
            a. Elevation Certificate management.
                i. Internal Elevation Certificate upload.
                ii. Elevation Certificate table with filtering.
                iii. Elevation Certificate download.
            b. Internal document management.
                i. Internal per-property document upload and storage.
            c. Activity tracking.
                i. Activity tracking for internal actions taken in dashboard.
                ii. Per-property comment tracking.
            d. Substantial Improvement and Damage tracking
            e. Mapping.
                i. FIRM map overlay(s) where available.
                ii. Address search.
                iii. Per-property building attribute data, where available.
            f. Automated Elevation Certificate error detection for:
                i. Residential structures only.
                ii. Documents with form dates more recent than 2015.
                iii. Documents with issue dates more recent than Effective FIRM date for location.
            g. Per-property communication log.
                i. Log export.
            h. Dashboard permissions.
                i. Segmented access to dashboard functionality by role type.
                ii. Ability to add new users and set roles.
        iii. Public Website.
            a. Elevation Certificate public search including:
                i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
                ii. PDF document view.
            b. Public property profiles displaying flood risk information.

i. Share public profile functionality and communication log tracking on internal dashboard.

c. Property search by address.

iv. Repetitive Loss Data Module

a. Yearly import of Customer's repetitive loss data, as provided by Customer.

b. Advanced user role/permissions and access logging.

c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.

2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.

3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.

4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

5. **Customization and Consulting**.

a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.

b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.

c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.

d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

6. **Termination.** Extracted Data will be made available to Customer in accordance with Florida's public records laws.

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.	**CUSTOMER**
Signed: 	Signed:
Name: Susanna Pho	Name:
Title: Chief Operating Officer	Title:
Date: 12/06/2024	Date:
Address: 548 Market Street #93531, San Francisco, CA 94104	Address:

CITY OF BRADENTON INFORMATION SECURITY VENDOR ADDENDUM TO AGREEMENT WITH FORERUNNER INDUSTRIES, INC.

This Addendum (the "Addendum") is an addendum to the Master Services Agreement (the "Agreement") between the City of Bradenton (the "City") and Forerunner Industries, Inc., a Delaware corporation (the "Vendor"). The provisions of this Addendum shall prevail over any conflicting terms contained in the Agreement.

PURPOSE: The purpose of these requirements ("Requirements") is to establish minimum information security standards and data privacy requirements for any person or entity that performs services for the City of Bradenton. Vendor must handle, treat, and otherwise protect the City in accordance with these Requirements and any contractual agreement between such Vendor and the City, or any third parties that shall have City approved access.

1.1 Compliance: Vendor shall comply with all applicable privacy and security laws to which it is subject, and shall not by act or omission place the City in violation of any applicable privacy or security law, including without limitation HIPAA. Vendor policies and practices must comply with all applicable laws, regulations, and contractual obligations under its agreements with the City. Where local laws appear to prevent compliance with these Requirements, Vendor is responsible for notifying the City to determine appropriate compensating controls.

1.2 Third Party Disclosure: Vendor shall not disclose City Data to any third party (including, without limitation, Vendor's subsidiaries and affiliates and any person or entity acting on behalf of Vendor) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out Vendor's obligations under its agreements with the City; (B) such third party is bound by the same provisions and obligations as set forth in these Requirements; (C) Vendor has received the City's prior written consent; and (D) Vendor remains responsible for any breach of the obligations set forth herein to the same extent as if Vendor caused such breach.

1.3 Breach Notification: Vendor shall notify the City immediately but in no event later than 24 hours from the date of obtaining actual knowledge of any Data Security Breach, regardless if City Data is believed to be involved in the breach, and, at Vendor's cost and expense, assist and cooperate with the City concerning any investigation, or disclosures to affected parties, and other remedial measures as requested by the City or required under applicable law. Vendor shall indemnify the City from any resulting damages and costs, including, without limitation, identity protection assistance and services procured for data subjects and reasonable attorneys and technical consultant fees for the City' handling of the incident.

1.4 Data Owner: All data that received from the City shall be considered of a confidential nature, be held within the United States with applicable governing law, all systems and other resources intended for use by multiple users are located in secure physical facilities with access limited and restricted to authorized individuals only, and remain the sole property of the City. Upon termination of any agreements by either party, Vendor shall be liable for return of any shared data, along with third party proof of permanent destruction of this data from Vendor's computer storage systems. Nothing in these Requirements will be interpreted or construed as granting Vendor any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to City Data.

1.5 Derivative Data: Vendor shall not create or maintain data which are derivative of City Data, except for the purpose of performing its obligations under its agreements with the City and as authorized by The City. Any derivative of City Data, regardless of how created, shall be deemed City Data.

1.6 Background and Screening Checks: To the extent permitted by local law, Vendor shall conduct appropriate background and screening checks prior to permitting any employee or Vendor to have access to The City Data. Vendor shall in no event expose the City to a level of risk which is commercially unreasonable or sanctioned by law. The comprehensive background check on individuals shall include, at

a minimum, the individual's previous employment history, criminal record, credit history, reference checks, and any additional industry standard background check requirements. The City may at its sole option require more extensive background checks for any employee or Vendor who will have access to Personal Data or other information deemed highly sensitive by The City.

1.7 Security Awareness and Education: Vendor shall appoint qualified personnel designated with responsibility to maintain its information security program. Vendor shall ensure that its security personnel have reasonable and necessary experience and training in information security. Upon request, Vendor shall provide the City with a point of contact for all information security related items. Vendor shall have a defined program to provide periodic information security awareness training to Vendor's employees and Vendors who will have access to City Data. Education and awareness training shall include Vendor's security policies and standards for the secure handling of The City Data. If Vendor's services include software development, Vendor training must include secure application development training to ensure Vendor developers are programming according to secure coding techniques and principles.

1.9 Audits: Vendor agrees to submit to reasonable data security and privacy compliance audits by The City and/or, at The City' request, by an independent third party, to verify compliance with these Requirements, applicable law, and any applicable contractual undertakings.

2.1: Coverages: Cyber Insurance. Vendor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less $1,000,000 and on a per occurrence basis, with coverage extended top protect the City for (a) data breaches by Vendor or anyone causing the loss of use of electronic data; loss of personally identifiable information or City confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to CJIS, HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging liabilities created by casual users of third parties accessing Vendor web site(s) or computer systems through private networks and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of City revenue or expense to the City due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

City of Bradenton Vendor Remote Access Policy (<u>Applicable to those Vendors who shall require access to the City's Computing Networks</u>):

3.1 Purpose: The purpose of this policy is to define rules and requirements for connecting to the City of Bradenton's network from any host. These rules and requirements are designed to minimize the potential exposure to City of Bradenton from damages which may result from unauthorized use of City of Bradenton resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical City of Bradenton internal systems, and fines or other financial liabilities incurred as a result of those losses.

3.2 Scope: This policy applies to all City of Bradenton employees, Vendors, vendors and agents with a City of Bradenton-owned or personally-owned computer or workstation used to connect to the City of Bradenton network. This policy applies to remote access connections used to do work on behalf of City of Bradenton, including all accessed resources, accidental or assigned. This policy covers any and all technical implementations or other use of remote access used to connect to City of Bradenton networks.

3.3 Policy: It is the responsibility of City of Bradenton employees, Vendors, vendors and agents with remote access privileges to City of Bradenton's corporate network to ensure that their remote access connection is given the same consideration as the user's on-site connection to City of Bradenton. When accessing the City of Bradenton network, Users are responsible for preventing access to any City of Bradenton computer resources or data by non-Authorized Users. Performance of illegal activities through the City of Bradenton network by any user (Authorized or otherwise) is prohibited. The Authorized User bears responsibility for and consequences of misuse of the Authorized User's access.

3.4 Requirements:
3.4.1 Secure remote access must be strictly controlled with encryption (i.e., SecureLink, Virtual Private Networks (VPNs)) and strong passwords and Multi-factor Authentication. Method of secure connection will be determined and established on a need to access basis by the City of Bradenton.
3.4.2 Authorized Users shall protect their login and password. Authorized Users shall be responsible for all damages using from misuse of their provided authentication method; as described in section 1.
3.4.3 While connected to City of Bradenton's network, Authorized Users shall ensure the remote host is not connected to any other network at the same time.
3.4.4 All hosts that are connected to City of Bradenton internal networks via remote access technologies must use the most up-to-date anti-virus software, this includes personal computers.
3.4.5 Confidentiality: Authorized Users hereby agree that any computing or communications equipment, software, network resource, and storage media provided to me by the City of Bradenton may contain confidential information and that this information remains the property of the City at all times.
3.4.6 The City of Bradenton does NOT provide ANY APPROVED WIRELESS OPEN NETWORKS or condone their use to conduct business on its behalf. Public networks, such as those found in hotels and airports should be considered not secure for use to access its networks.

3.5 Policy Compliance:
3.5.1 Compliance Measurement: The City of Bradenton reserves the right to monitor all activities related to an Authorized User. As such, compliance to this policy through various methods, including but not limited to systems and log monitoring, business tool reports, internal and external audits, and inspection will be performed at its discretion.
3.5.2 Non-Compliance: An Authorized User found to have violated this policy will be subject to immediate termination of access. In the event individuals are suspected of violating federal, state, or local laws, including those activities specified in Chapter 815 of the Florida Statutes (known as the Florida Computer Crimes Act), all relevant material shall be made available to the appropriate law enforcement agency for investigation and possible prosecution.
Public Records Retention Requirements:

4.1 Public Records Retention Requirements for Vendors Operating within Florida Public Sector:

Public Records. Pursuant to the provisions of Section 119.0701, Fla.Stat., and to the extent applicable under Florida law, Vendor shall comply with the public records laws as follows:

4.1.1 Keep and maintain public records required by the City in order to perform the service.
4.1.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
4.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
4.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
4.1.5 All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
4.1.6 Vendor shall indemnify and hold harmless City, and City's officers, employees, agents and representatives, from and against any and all claims of loss, damages, liability, cost and expenses (including reasonable attorneys' fees and expenses) arising from the failure of Vendor to comply with the requirements of this Section 4.1 or the Florida Public Records Law, Chapter 119, Florida Statutes.
4.1.7 Required notice:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-932-9400; cityclerk@bradentonfl.gov; 101 12th Street West, Bradenton, FL 34205.

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

6.1 Limitation on Indemnification: Notwithstanding any provisions contained in the contract, any indemnification provided by the City shall be subject to the monetary limitations of Section 768.28, Florida Statutes, and shall not be construed as a waiver of City's sovereign immunity.

Definitions Section:
For purposes of these Requirements, the following definitions shall apply:

“Data Security Breach” means: (A) the loss or misuse (by any means) of City Data, including, without limitation any unauthorized access or disclosure to unauthorized individuals; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of City Data; or (C) any other act or omission that compromises the security, confidentiality, or integrity of City Data. Data Security Breach includes, without limitation, a breach resulting from or arising out of Vendor’s internal use, Processing or other transmission of City Data, whether between or among Vendor’s subsidiaries and affiliates or any other person or entity acting on behalf of Vendor.

“Highly Sensitive Personal Data” is that subset of Personal Data whose unauthorized disclosure or use could reasonably entail enhanced risk for the data subject. Highly Sensitive Personal Data includes (A) Social Security number, passport number, driver’s license number, or similar national identifier; (B) financial or medical account authentication data, such as passwords or PINs; and (C) Cardholder Data, including credit card numbers and CVV codes.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

“PA-DSS” means Payment Application Data Security Standard at its current mandated level, its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

“Payment Application” means any application that stores, processes, or transmits cardholder data as part of authorization or settlement.

"PCI-DSS" means the current version of the Payment Card Industry (PCI) Data Security Standard (DSS), its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

“Personal Data” means any information that can be used to identify, locate, or contact an individual, including an employee, Vendor, customer of the City, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; or (E) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing. Personal Data specifically includes (F) Individually Identifiable Health Information as defined pursuant to HIPAA; (G) the meaning assigned under European Union Directive 96/46/EC and (H) criminal history, race, ethnicity, national origin, and information about sexual orientation or activity, political opinions, and religious beliefs.

“Processing” or “Process” means any operation or set of operations that is performed upon the City’s Data, whether or not by automatic means, including without limitation collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, alignment, combination, blocking, deletion, erasure, or destruction.

“City Data” means any non-public information which is commercially valuable, proprietary, privileged, or personal, the unauthorized disclosure of which could adversely affect the City and/or its employees and customers (e.g., competitively, by waiver of legal privilege, monetary loss, or violation of law or right of privacy). The City Data includes all data referencing employees, Vendors, customers, or potential customers of the City, any classified information the City receives in connection with participation in government programs, and any data the unauthorized disclosure of which could cause significant harm to The City or the individual to whom the information pertains.

"Technical and Organizational Security Measures" means security measures, consistent with the sensitivity of the City Data being Processed and the services being provided by Vendor, to protect The City Data, which measures shall implement best industry protections and include physical, electronic and procedural safeguards to protect The City Data supplied to Vendor against any Data Security Breach, and any security requirements, obligations, specifications, or event reporting procedures set forth in any agreement between Vendor and the City.

CITY OF BRADENTON, FLORIDA:

By: _____

Name: _____

Title: _____

Date: _____

FORERUNNER INDUSTRIES, INC.:

By: _____

Name: Susanna Pho

Title: COO

Date: 12-04-24

AGENDA ITEM NO. 6.an

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract for RFP-24-028MK with Alternative Claims Management, LLC

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

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Alternative Claims Management, LLC enter into a contract in response to RFP-24-028MK, whereby Contractor is to provide the City with subrogation recovery services.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Contract IFB-24-028MK with Alternative Claims Management, LLC.

ATTACHMENTS:
Contract for Subrogation Recovery Services with Alternative Claims Management, LLC

CONTRACT FOR SUBROGATION RECOVERY SERVICES

THIS CONTRACT (the "Contract") is made on this 18th day of December, 2024 ("Effective Date") between the City of Bradenton, a municipal corporation (the "City"), and Alternative Claims Management, LLC, a Texas limited liability company, with a principal address of 8610 North New Braunfels Avenue, #210, San Antonio, Texas 78217 (the "Contractor") (the City and the Contractor hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the City issued RFP-24-028MK (the "RFP") seeking bids to provide the City with subrogation recovery services;

WHEREAS, the Contractor submitted a proposal to the RFP (the "Proposal");

WHEREAS, the City selected the Contractor as a winning proposer;

WHEREAS, the Parties desire to enter into a contract to outline the terms and conditions governing the subrogation recovery services;

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

1. CONTRACT DOCUMENTS AND SCOPE OF WORK

The contract documents, which comprise the entire contract between the Parties, and which are made a part hereof by reference, shall consist of the following:

a. Contract;
b. RFP and addenda; and
c. Proposal

(collectively, the "Contract Documents"). The RFP and the Proposal are attached hereto and incorporated herein as Exhibit "A". To the extent there is conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

The Contractor agrees to diligently provide all necessary labor, services, materials, equipment, tools, consumables, and skills to perform the services as described in the Contract Documents (the "Work").

2. TERM

This Contract is for an initial term of one (1) year, with four (4) additional, one (1) year renewals. The Contract term shall commence upon execution by both the City and the Contractor.

3. FEE AND PAYMENT

City agrees to pay Contractor in accordance with the "recovery share" chart set forth in Section 7.2.7 of the Proposal. Contractor shall submit a monthly invoice and upon acceptance by the City, the invoice(s) will be paid in accordance with Florida's Prompt Payment Act.

4. TERMINATION

This Contract is subject to termination in accordance with the terms of the Contract Documents.

5. INDEMNIFICATION

Contractor covenants and agrees to indemnify and hold harmless the City in accordance with the terms of the Contract Documents.

6. INSURANCE

Contractor shall procure and maintain insurance as specified in the Contract Documents.

7. SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon City and Contractor, who agree that this Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8. NOTICE

Where notice is required to be provided under this Contract, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To City: City of Bradenton
c/o Purchasing Dept.
101 Old Main Street
Bradenton, Florida 34205

With a copy to: Blalock Walters, P.A.

c/o Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

To Contractor: Alternative Claims Management, LLC
c/o Michael Lewandowski
8610 N New Braunfels Ave #210
San Antonio, Texas 78217

10. PUBLIC RECORDS

Contractor shall comply with the public records requirements set forth in the Contract Documents.

11. ENTIRE AGREEMENT

This Contract contains the entire agreement of the parties and there are no binding promises or conditions in any other agreements whether oral or written. This Contract shall not be modified or amended except in writing with the same degree of formality with which this Contract is executed.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the day and year last written above.

CONTRACTOR

ALTERNATIVE CLAIMS MANAGEMENT, LLC

By: _____

Its: President / CAO
(Title of Authorized Representative)

Date: 11/12/2024

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

BY:_____
TAMARA MELTON
City Clerk

Approved as to form:

BY:_____
SCOTT E. RUDACILLE
City Attorney

4969551v1



Request for Proposals (RFP)

RFP 24-028MK

Subrogation Recovery Services

Issued by the City of Bradenton Purchasing Division
Proposals submittals to be received by:

2:30 pm on October 14, 2024

<u>Pricing will be scored in this proposal</u>

Date: 9/16/24

Notice to Contractor/Vendors/Proposers

Request for Proposals (RFP)

The City of Bradenton, a political subdivision of Florida, will receive proposals from qualified individuals, corporations, partnerships and other legal entities authorized to do business in the State of Florida to provide

RFP 24-028MK Subrogation Recovery Services

The Due Date and Time for submission of Proposals in response to this RFP is **October 14, 2024 at 2:30 pm.** Proposals must be submitted via Demandstar*. Submittals shall be clearly marked:

RFP 24-028MK Subrogation Recovery Services

Bid documents and technical specifications for this project are available from DemandStar* at (800) 711-1712 - www.demandstar.com . Vendors who obtain specifications and plans from sources other than DemandStar are cautioned that the bid package may be incomplete. The City may not accept incomplete bids. The City's official bidders list is obtained from DemandStar.

The deadline to submit all questions, inquiries, or requests concerning interpretations, clarification or additional information pertaining to the Request for Proposals is **September 30, 2024.**

Respondents are encouraged to communicate any questions regarding this RFP by the deadline stated above. Questions should be sent in writing via email to Marcus.Kerber@bradentonfl.gov Questions and answers will be communicated to all respondents by issuing an addendum posted to https://www.demandstar.com The City reserves the right to modify this schedule at any time.

Sincerely,

Erin Jones

Erin Jones, NIGP-CPP, CPPB
Purchasing Manager

Michael Lewandowski

REQUEST FOR PROPOSALS ("RFP") – PART I

RFP # 24-028MK

RFP TITLE: Subrogation Recovery Services

1.0 PURPOSE

City of Bradenton will receive proposals on the date indicated in DemandStar for the purpose of selecting a qualified proposer to provide subrogation services for an initial one (1) year term, with four (4) additional, one (1) year renewals. Proposers are required to comply with Part II, Scope of Services.

2.0 PROPOSER

2.1 For the purpose of this RFP, the term "Proposer" is defined as the legal entity submitting a proposal.

2.2 Proposers intending to submit an offer as a joint venture with another company must provide documentation attesting to the formation of that joint venture with their submittal. For purposes of this solicitation, all vendors who make up the joint venture will be considered together as the Proposer**.**

3.0 QUALIFICATIONS

3.1 The Proposer must demonstrate 10 years' experience providing subrogation services.

3.2 The Proposer must be a licensed business organization registered, with the State of Florida, at the time of submittal.

4.0 RFP SCHEDULE

An anticipated schedule is provided below. This schedule is subject to change at any time. All public meetings will be posted on DemandStar and the City's webpage under the Government Calendar. Short-listed Proposers should be prepared to attend presentations and/or interviews either in person or virtually, at the City's discretion.

Evaluation Meeting	10/21/2024
Presentations by Short-Listed Proposers	10/28/2024
Notice of Recommended Award	11/16/2024
Contract Award	December 2024

5.0 PRE-PROPOSAL CONFERENCE

5.1 All conferences will take place at the time, date and location specified in DemandStar.

☒ No pre-proposal meeting is scheduled

5.2 Failure by a Proposer to attend a mandatory pre-proposals conference or site visit will result in their proposal being considered non-responsive.

5.3 When applicable, Proposers are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed here.

5.4 Questions asked at a pre-proposal conference will be formally answered via an addendum. Proposers shall not rely on oral communication.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Proposal must be submitted electronically in DemandStar* eBidding no later than the bid end date specified in DemandStar. DemandStar will not accept any submittals past the due date and time. Proposals submitted by any other method will not be accepted. The City assumes no responsibility for any Proposals received after the bid end date. Late submittals will not be accepted.

6.2 Proposals submitted cannot be viewed by anyone other than the Proposer until the official bid opening occurs. Submitted proposals will be made public in accordance with Florida Public Record laws found in Chapter 119.071(b)2, Florida Statutes.

7.0 SUBMITTAL FORMS

7.1 **Electronic Forms -** The forms below are provided in Appendix A to this RFP. Failure to complete and submit any of the forms listed below with a submittal may cause a Proposer to be declared non-responsive.

7.1.1 **Response Form**

7.1.2 **Interest in Competitive Bid Form**

7.1.3 **Non-Collusive Form**

7.1.4 **Public Entity Crimes Form**

7.1.5 **Negligence or Breach of Contract Form**

7.1.6 **Drug Free Workplace Form**

7.1.7 **Certification Regarding Scrutinized Companies**

Michael

7.1.8 **Anti-Human Trafficking Affidavit**

7.2 **Documents –** In addition to the forms listed above, proposals must include the documents below. Failure to provide any of the below documents with a submittal may cause a Proposer to be deemed non-responsive.

7.2.1 **Letter of Interest –** Provide a single page Letter of Interest

7.2.2 **Licenses and Certifications –** Provide copies of required licenses and certifications as listed in Section 3.0 of the solicitation.

7.2.3 **Resumes** of Key Personnel demonstrating the minimum and preferred qualifications as outlined above**.**

7.2.4 **Experience**

Provide a brief history of the firm, including number of years in business, pertinent capabilities and evidence and resources necessary to successfully provide the services requested.

7.2.5 **Customer List**

Provide a complete list of customers who have been provided services, in the last ten (10) years, similar to the scope of services described in this RFP. At a minimum, customer list should include customer name, brief description of services provided, contract start and end dates, dollar value of contract, name, email, and telephone number of a contact person who can verify information.

7.2.6 **Project Approach**

Provide a detailed project approach, including the proposed strategy for providing the services requested. Anticipated resources, including staffing levels, technology and equipment should be provided**.**

7.2.7 **Compensation**

Provide proposed compensation using the method or methods check below.

☒ Provide the firm's proposed percentage of recovery they will retain for the following items:

1. Indemnification
2. Loss of use

8.0 EVALUATION

8.1 All timely responses meeting the criteria set forth in this RFP shall be considered by the City.

8.2 Prior to scoring the proposals, the Evaluation Committee will determine if presentations are required. The number of Proposers to be short-listed for presentations will be determined prior to scoring.

8.3 Proposals will be evaluated in accordance with the scoring and evaluation criteria listed in Section 9.0 of this solicitation.

8.3.1 If presentations are not requested, the Committee will recommend the highest scoring Proposer for award.

8.3.2 If presentations are requested, the Committee will rank the short-listed Proposers, at the second evaluation meeting, and recommend the first ranked Proposer for award.

9.0 SCORING AND EVALUTION CRITERIA

9.1 Proposals will be evaluated based on price, quality and service, using the evaluation criteria below.

CRITERIA	DESCRIPTION	DOCUMENT SECTION	MAXIMUM POINTS
QUALIFICATIONS, CAPABILITIES, AND DEMONSTRATED EXPERIENCE	Experience and qualifications of the Proposer. Experience and qualifications of the professional personnel assigned to the Project Team. Past performance providing similar scopes of services.	7.2.1 7.2.2 7.2.3 7.2.4	45
PROJECT APPROACH	Completeness and clarity of the Proposer's approach to providing the proposed scope. Ability of the proposed approach to accomplish the City's objectives.	7.2.5 7.2.6	25
COMPENSATION	Proposed compensation	7.2.7	30
MAXIMUM TOTAL POINTS			**100**

10.0 AWARD

10.1 It is the intent of the City to award contract(s) up to two (2) Proposers who, in the sole opinion of the City are most qualified to perform the scope of services required.

10.2 The successful Proposal shall be required to submit proof of licenses or certifications as required by the City.

11.0 CHANGES IN PROJECT TEAM

Any changes in the project team of a short-listed firm should be brought to the attention of the City as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentations, to the Procurement Analyst identified of the Solicitation Summary.

PART II
SCOPE OF SERVICES

I. OVERVIEW

A. The City of Bradenton "City" is seeking a qualified Contractor to provide overall subrogation recovery services. The selected contractor will be responsible for the identification, analysis, pursuit, and recovery of existing and future subrogation claims on behalf of The City of Bradenton.

B. The contractor will utilize its expertise to maximize recovery while ensuring compliance with all relevant legal and regulatory requirements.

C. The City shall coordinate the transfer of data to the Contractor upon contract execution via the Contractors portal which will initiate the claims process.

II. GENERAL REQUIREMENTS

A. The Contractor shall perform the following services, but are not limited to:

i. Claim Identification and Assessment

a. Conduct thorough initial reviews of potential subrogation claims to determine viability.

b. Analyze claims to identify responsible third parties and determine the potential for recovery.

c. Assess relevant documentation including, but not limited to, incident reports, medical records, repair estimates, and insurance policies.

ii. Investigation and Evidence Gathering

a. Perform detailed investigations to gather relevant facts and evidence supporting subrogation claims.

b. Conduct interviews with involved parties and witnesses to substantiate claims.

c. Engage experts (e.g., accident reconstructionist, medical professionals) as necessary to strengthen the claim.

iii. Claim Pursuit and Negotiation

a. Draft and send demand letters to liable third parties and their insurers.

b. Engage in negotiations on behalf of the City with third parties and their insurers to secure settlements.

c. At the discretion of the City, initiate and manage litigation processes to pursue subrogation claims through the court system.

iv. Recovery and Collection

a. Oversee the collection of settlements and ensure timely payment.

b. Anything less than 100% recovery must be approved by the City.

III. QUALITY ASSURANCE

PART II
SCOPE OF SERVICES

A. The Contractor shall perform the following quality assurance services, but are not limited to:

i. Reporting and Communication

a. Provide at minimum, monthly updates on the status of subrogation claims.

b. Deliver detailed reports on recovery activities, including success rates, amounts recovered, and any pending actions.

c. Participate in quarterly meetings with the City's Risk Management Department to review performance and discuss ongoing strategy.

d. At no additional cost the Contractor shall provide real-time data access via the internet for approved City staff.

ii. Compliance and Regulatory Adherence

a. The contractor must hold all applicable licensing, certifications and credentials to perform services in accordance with the requirements of their state of operations as well as Florida law, as amended.

b. Ensure all recovery activities comply with applicable federal, state, and local laws.

c. Maintain strict confidentiality and security of all data and documentation related to subrogation claims.

d. Have and maintain cyber liability insurance.

e. Reimburse the City for payment of any fines, penalties or assessments assigned by the State of Florida for failure to comply with rules and regulations associated with the performance or responsibility of the Contractor.

iii. Performance Metrics and Evaluation

a. Provide quarterly reporting on key performance indicators (KPIs) to measure the effectiveness of recovery efforts.

b. Participate in quarterly performance reviews with the City to evaluate service levels and outcomes.

c. Upon request, provide training and education to City staff regarding topics of interest to the City.

CITY OF BRADENTON

GENERAL TERMS AND CONDITIONS OF SOLICITATIONS

1. SUBJECT TO THESE TERMS

All Offers submitted are subject to the terms and conditions specified herein (the "Terms and Conditions"). Offers which do not comply with these conditions are subject to rejection. These Terms and Conditions are subject to the order of precedence set forth in Section 3 below.

2. DEFINITIONS

2.1. *City* shall mean City of Bradenton

2.2. *Offer* shall mean the response submitted by an offeror to the City's solicitations

2.3. *Offeror* shall mean the legal entity or individual submitting an Offer to the City in response to a solicitation. Offeror may also be referred to in solicitation documents as bidder, consultant, firm proposer, vendor or contractor.

2.4. *Solicitation* shall mean a document or documents released by the City of Bradenton for the purpose of obtaining goods or services. Solicitation shall be considered the same as an Invitation for Bid (IFB), Request for Proposal (RFP) or any other title designated by the City to solicit goods or services.

2.5. *Evaluation Committee* shall mean those individuals approved by the City Administrator, or designee, to evaluate Offers.

3. ORDER OF PRECEDENCE

3.1 If a conflict arises between these "Terms and Conditions", the following ORDER OF PRECEDENCE will apply:

3.1.1 Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services"

3.1.2 City of Bradenton Procurement Code and Ordinances and Policies

3.1.3 Special Conditions and Supplemental Instructions

3.1.4 Detailed Scope of Work

3.1.5 These Terms and Conditions

4. AVAILABILITY OF DOCUMENTS

4.1. All documentation related to the Solicitation shall be available through DemandStar at www.demandstar.com.

4.2. It is solely the responsibility of each Offeror to ensure they have obtained current copies of all documents issued by the City in relation to any Solicitation.

4.3. Only documents obtained directly from DemandStar (www.demandstar.com) are official versions. Offerors who rely on any other sources for such documents, do so at their own risk.

5. CLARIFICATION & ADDENDA

5.1. Any inquires, suggestions or requests concerning interpretations, clarification or additional information pertaining to the Solicitation shall be made in writing, submitted and received by the City's Purchasing Division no later than the deadline specified in the solicitation.

5.2. The posting of an addendum in DemandStar is the only official method whereby interpretations, clarifications or additional information will be provided. It shall be the responsibility of each Offeror, to visit DemandStar and determine if addend were issued and to make sure any such addenda are a part of the Offer.

5.3. The City shall not be responsible for oral interpretations or representations made by City employees, representatives or third parties. Any questions raised at a pre-solicitation meeting will be formally answered in an addendum and posted on DemandStar.

5.4. By submitting an Offer, Offerors acknowledge receipt of any and all issues addenda, and agree to the provisions of each.

6. GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in the Solicitation prior to delivery, it shall be the responsibility of the Offeror to immediately notify the Purchasing Division in writing, indicating in such notice the specific regulation requiring an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the resulting contract at no further expense to the City.

7. PUBLIC MEETINGS

Notice of any public meeting pertaining to the Solicitation shall be posted on the City calendar.

8. RESPONSIVENESS TO SOLICITATION REQUIREMENTS

8.1. To be responsive, an Offeror shall submit an Offer that conforms in all material respects to the requirements set forth in the Solicitation.

8.2. Failure to submit the required forms and information in the manner specified may result in the Offer being found non-responsive, at the sole discretion of the City.

8.3. Offerors are required to submit pricing on forms supplied by the City. Offers, may be deemed non-responsive if required forms are not used and duly sign by an authorized representative of the Offeror.

8.4. The City objects to and shall not consider any additional terms or conditions submitted by an Offeror, including any appearing in documents attached as part of the Offer, that are inconsistent with these Terms and Conditions. In submitting an Offer, Offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the Terms and Conditions, including those specifying information that must be submitted with an Offer, shall be grounds for rejecting an Offer.

9. QUALITY GUARANTEE

9.1. Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by any resulting contract shall be new and of the most suitable grade for the purpose intended.

9.2. If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this solicitation, the Offeror shall pick up the product of the City at no expense to the City. The City reserves the right to reject any or all materials if, in its judgement, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the Offeror shall refund the City any money which has been paid for same.

10. RESPONSIBILITY

10.1. To be responsible an Offeror shall have the demonstrated capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will ensure good faith performance. The City reserves the right to make such investigations as it deems necessary to determine the ability of any Offeror to deliver the goods or services requested in accordance with the Solicitation documents to City's satisfactions within the prescribed time.

10.2. The Offeror shall provide information the City deems necessary to make this determination. Such information may include, but not limited to: project references, current financial statements, projected project schedule(s), verification of availability of equipment and personnel, evidence of authority to conduct business in the jurisdiction where services are being provided, and past performance records.

10.3. The City may review any scope of work with an Offeror before accepting the offer. Before award of a resulting contract, the Offeror shall furnish to the City an analysis of its prices, if requested to do so.

11. PROPOSAL DELIVERY AND SUBMISSION REQUIREMENTS

11.1. All documentation related to the Solicitation shall be available through DemandStar at www.demandstar.com.

11.2. Trade Secrets – To the extent Offeror desires to maintain the confidentiality of materials deemed "trade secrets" pursuant to Florida law, such material must be segregated from the portions of the Offer that are not being declared as "trade secrets." In addition, Offeror shall cite, for each trade secret being claimed on each relevant page, the Florida Statute which supports the designation. Further, Offeror shall offer a brief written explanation as to why information claimed as trade secret fits the cited statute number. Upon receipt of any request or demand by any person seeking release of Offeror's "trade secrets", the City shall immediately notify Offeror in writing of such request, demand or obligation. Offeror shall within three (3) business days either (i) at its own expense and time, seek or initiate an action to quash, limit, modify, narrow the scope of, and/or otherwise intervene, obtain a protective order and/or defend against, any requested disclosure if it objects to the request or (ii) advise the City that it has no objection to the disclosure. Offeror shall defend and indemnify the City against any action brought to compel compliance, and against any out-of-pocket expense, including, but not limited to court costs, all costs of litigation, attorney's fees, fines, and statutory damages, to the extent arising from the City's failure to consent to disclosure of the requested "trade secrets."

11.3. Solicitation Opening

11.3.1. To the extent required by law, the opening of the Offers shall be publicly opened on the date and at the time specified on the Solicitation. It is the Offeror's responsibility to assure that the Offer is delivered at the proper time and place for the opening. Offers, which for any reason are not so delivered, will not be considered. Offers by fax or telephone are not acceptable. An Offer may not be altered after the opening of the Offers.

11.3.2. All Offer documents shall be submitted in writing, signed by the Offeror or the Offeror's duly authorized agent, and shall be submitted as instructed on page one prior to the date and time scheduled for the opening of Offers.

11.3.3. The Purchasing Manager, or designee, shall publicly open, in the presence of a witness, all Offers at the time and place specified in the Solicitation.

11.4. An Offeror may withdraw an Offer any time prior to the opening of the Solicitation. After Solicitations are closed, but prior to award of the contract by the City Council or City

Administrator, the City Administrator, or designee, may allow the withdrawal of an Offer because of the mistake of the Offeror in the preparation of the Offer. In such circumstance, the decision of the City Administrator, or designee, to allow the Offer withdrawal, although discretionary, shall be based upon a finding that the Offeror, by clear and convincing evidence, has met each the following four conditions:

11.4.1. The Offeror acted in good faith in submitting the Offer,

11.4.2. The mistake in the preparation of the Offer was of such magnitude that to enforce compliance by the Offeror would cause a severe hardship on the Offeror,

11.4.3. The mistake was not the result of gross negligence or willful inattention by the Offeror; and

11.4.4. The mistake was discovered and was communicated to the City prior to the City Council or City Administrator formally awarding the resulting contract.

12. SOLICITATION EXPENSES

Offeror shall bear all costs and expenses incurred in developing, preparing, and submitting an Offer. This includes any expense related to demonstrations or the providing of sample materials or items requested by the City.

13. IRREVOCABLE OFFER

As indicated above, any Offer may be withdrawn until the date and time set for opening of the Offers. All withdrawals must be requested in writing via email or letter. Any Offer not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of one-hundred and twenty (120) days, unless specifically provided by the Solicitation, in which event that time period will prevail.

14. TIE BREAKING

14.1. IFB Tie Breaking Procedures

14.1.1. When two or more Offers for goods or services are determined to be equal with respect to price, quality and service, the Offer received from the business that certifies it has implemented a drug-free workplace program pursuant to Section 287.087; Florida Statutes, shall be given preference in the award process. If all of the tied Offerors have certified that they are drug-free workplaces, award shall be determined by coin toss conducted by the Purchasing Manager before at least one witness.

14.2. RFP Tie Breaking Procedures

14.2.1. In the event of any tie (in the ranking criteria) the following may take effect:

14.2.2. If there is a tie (two or more firms have the same number of 1st place rankings), then the firms that has the highest number of 1st place and 2nd place rankings shall be the first ranked firm. This method shall be used for all ties.

14.2.3. If there is a tie (two or more firms) having the same number of 1st and 2nd place rankings and both Offerors have certified it has implemented a drug-work place program pursuant to Section 287.087; Florida Statutes, award shall be determined by a coin toss conducted by the Purchasing Manager before at least one witness.

15. PROTEST

15.1. Protests are processed in accordance with the procedures set forth in the City of Bradenton's Protest Policy, which can be obtained on the City's website.

16. INSURANCE

Before performing any services, awarded Offeror shall procure and maintain, during the life of the

resulting contract, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Companyrating of no less than "A-Excellent: FSC VII."

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

Workers' Compensation/Employers Liability:

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the Agreement which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage required by the 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

Commercial General Liability.

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

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

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

Business Auto Policy

Each Occurrence Bodily Injury and
Property Damage Liability Combined $300,000
Annual Aggregate (if applicable) $1,000,000

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

ADDITIONAL OR OPTIONAL INSURANCE (Depends on project requirements.)

Umbrella Liability

N/A unless being used to meet underlying coverage requirements.

Liquor Liability

All awarded Offerors serving alcohol as part of the scope of the Solicitation will be required to obtain Liquor Liability insurance.

Miscellaneous Insurance

All other types of insurance as required by the scope of work or specifications.

Professional Liability

If applicable, in the minimum amount of $1,000,000.

Hazardous Material

If work being performed involves hazardous materials, the need to procure and maintain any or all of the following coverage will be specifically addressed upon review of exposure. However, if hazardous materials are identified while carrying out a resulting contract, no further work is to be performed in the area of the hazardous materials until the Project Manager and City's Risk Management Department has been consulted as to the potential need to procure and maintain any or all of the following coverage through a change order to the project.

Contractor/vendor's Pollution Liability

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under a resulting contract including, but not limited to, all hazardous materials identified under a resulting contract.

Asbestos Liability

For sudden and gradual occurrences in the amount no less than $1,000,000 per claim and $2,000,000 in the aggregate arising out of work performed under a resulting contract.

Disposal

When applicable, the awarded Offeror shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability for sudden and accidental occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate and shall include liability for non-sudden occurrences in an amount not less than $1,000,000 per claim and $2,000,000 in the aggregate.

Hazardous Waste Transportation

When applicable, the awarded Offeror shall designate the hauler and furnish a Certificate of Insurance from the hauler for Automobile Liability Insurance and Endorsement MCS90 for liability arising out of the transportation of hazardous materials with an amount not less than $2,000,000 annual aggregate and provide valid EPA identification number.

The Certificates of Insurance (COI) shall clearly state the hazardous materials exposure work being performed under this Agreement.

Builder's Risk

When applicable, special form coverage shall include, but not be limited to:

a. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to a resulting contract;

b. Theft coverage;

c. Waiver of Occupancy clause endorsement;

d. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

e. Maximum deductible clause of $50,000 each claim.

Certificates of Insurance and Copies of Policies

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

Complete Policies:

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

By way of its execution of the resulting contract, awarded Offeror:

a. Represents that awarded Offeror maintains, and will maintain during the term of the resulting contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the awarded Offeror to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting contract, which may result in immediate termination.

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: _____

b. Certificate shall be mailed to:

The City of Bradenton
101 Old Main Street
Bradenton, FL 34205

Attn: Purchasing

17. SUNBIZ

All Offerors shall be registered under the State of Florida to perform the services required in the Solicitation. Registration Certificate to be provided by the Florida Department of State, Division of Corporations, establishing an Offeror as eligible to conduct business in the State of Florida. Please refer to website: www.sunbiz.org.

18. RESERVED RIGHTS

18.1 The City reserves the right to accept or reject any or all Offers, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request clarifications or additional information from Offerors.

18.2 The City reserves the right to accept all or any part of the Offer and to increase or decrease quantities to meet additional or reduced requirements of the City.

18.3 Any sole Offer received by the submission date may or may not be rejected by the City Administrator or designee. In the event the City rejects the sole Offer, it may elect to negotiate with any responsible provider.

18.4 The City Administrator or designee, reserves the right to cancel a Solicitation at any time and to cancel any recommended award or recommended contract at any time prior to execution.

18.5 Offerors are advised that any person, firm, or other party to whom they propose to award a subcontract must meet all minimum qualifications as stated in the Specifications.

18.6 Unless otherwise stated in the Solicitation, any resulting contract resulting from the Solicitation is non-exclusive. The City reserves the right, in its sole opinion, to purchase goods or services listed in the Solicitation through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City's Procurement Code. The City reserves the right to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

18.7 The City reserves the right to correct formula errors on forms provided by the City for use by the Offeror.

18.8 After award of the Solicitation, the City reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion. At contract renewal time(s) or in the event of significant industry wide market changes, the City may negotiate justified adjustments such as price, terms, etc., to this contract when the City, in its sole judgment, considers such adjustments to be in the best interest of the City. The City may or may not require the prospective Offeror to participate in negotiations and to submit additional technical information or other revisions to their Offer as may result from the negotiations.

18.9 If a resulting contract is terminated, the City reserves the right to go to the next lowest responsive Offeror with the balance of the resulting contract, unless otherwise stated in the Solicitation.

18.10 The City reserves the right to refuse to award to any Offeror based upon prior contractual relationships between that Offeror, or a substantially related person or entity, and the City. This shall include, but is not limited to, situations in which the Offeror or, a substantially related person or entity, has had its contractual relationship with the City terminated or issued notice of default within three (3) years

of the date of the issuance of the Solicitation.

18.11 Any awarded Offeror or subcontractor that will have access to City facilities or property may be required to be screened to a level that may include but is not limited to; fingerprints, statewide criminal and juvenile records check. There may be fees associated with these procedures. These costs are the responsibility of the Consultant or subcontractor.

19. CONTACT WITH CITY STAFF

19.1 After the issuance of the Solicitation, prospective Offerors or any agent, representative or person acting at the required of such Offer shall not contact, communicate with or discuss any matter relating in any way to the solicitation with any officer, agent, or employee of the City, including members of the Evaluation Committee, other than the Purchasing Manager or Purchasing Analyst named in the Solicitation. Failure to comply with this provision may result in the disqualification of the Offer, at the option of the City.

19.2 This prohibition begins with the issuance of any solicitation and ends upon issuance of a purchase order or execution of a resulting contract, whichever comes first, or upon cancellation of the solicitation. Violation of this prohibition may result in the Offeror being considered non-responsible.

19.3 Notwithstanding the forgoing, during the negotiation period, Offeror may communicate with those members of the City staff, consultants, or third parties designated by the City.

20. COLLUSION

20.1 By submitting an Offer to a Solicitation, the Offeror certifies that it has not divulged to, discussed or compared its offer with other Offerors and has not colluded with any other Offeror or parties to the Offer whatsoever.

20.2 An offer may be disqualified if an offeror submits more than one Offer or if there is evidence of collusion.

21. RESULTING CONTRACT

21.1 Any resulting contract may, at the sole discretion of the City, contain provisions that differ from the terms of the Solicitation.

21.2 The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.

21.3 In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City Manager may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

22. APPLICABLE LAWS

22.1 Prior to entering into a resulting contract with the City, an Offeror must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with Offer but is not required.

22.2 Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all Offers received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting an Offer hereto and the City, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any Offeror shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City shall be in accordance with but not limited to:

22.2.1 City Administrative Regulation and Ordinances
City of Bradenton Procurement Ordinance 2-237

22.2.2 Florida State Statues

22.2.2.1 Chapter 287. Florida Statutes, Procurement of Personal Property and Services (where applicable).

22.2.2.2 Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed Offers received by the City. **Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I, of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after Offer opening whichever is earlier.**

22.3 It shall be the responsibility of the Offeror to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply. The Offer shall have and must provide all applicable insurance, permits, licenses, etc. which may be required by federal, state, or local law as requested by the City. The awarded Offeror shall be required to submit proof of all licenses and/or certifications required by the City upon request.

23. CONTRACT FORMS

23.1 Any agreement, contract, or Purchase Order resulting from the acceptance of an offer shall be on forms either supplied by or approved by the City.

23.2 Any amendments to the resulting contract shall require the formal written approval of both parties.

24. TAXES

The City does not pay Federal Excise and State Taxes on direct purchases of tangible personal property or services. The exemption number will be provided to the contract holder upon issuance of a purchase order. This exemption does not apply to tangible personal property purchased by awarded Offeror for their use in the performance of a resulting contract based on the Solicitation. Nothing herein shall affect the Offeror's normal tax liability. The City reserves the right, at the City's sole option, to issue Direct Purchase Orders for applicable supplies and equipment to be utilized in this project or service.

25. ERRORS AND OMISSIONS

25.1 In the event of multiplication/addition error(s), the unit rate shall prevail. Written prices shall prevail over figures where applicable. All Offers shall be reviewed mathematically and corrected, if necessary, using these standards, prior to additional evaluation.

25.2 Approval by City of the awarded Offeror's work product for the project shall not constitute nor be deemed a release of the responsibility and liability of the awarded Offeror for the accuracy and competency of the awarded Offeror's designs, drawings, specifications or other documents and work pertaining to the project. Additionally, approval by the City of the awarded Offeror's work product shall not be deemed to be an assumption of acceptance of drawings, specifications or other documents prepared by the awarded Offeror for the project. After acceptance of the final plans by the City, the awarded Offeror agrees, prior to and during the construction of the project, to perform such awarded Offeror services, at no additional cost to the City, as may be required by the City to correct errors or omissions on the plans prepared by the awarded Offeror r pertaining to the project.

26. TRUTH-IN-NEGOTIATION COVENANTS

Florida Statute 287.055 requires for any lump-sum or cost plus a fixed fee professional service contract over the threshold amount provided in Florida Statute 287.017 for category four, that the agency (City) shall require the firm receiving the award to execute a Truth-In-Negotiation certificate stating the wage rates and other factual unit costs supporting the compensations are accurate, complete, and current at the time of contracting. Any professional service contract, under which such a certificate is required, shall contain a provision that the original contract price and any additional costs thereto shall be adjusted to exclude any significant service by which the agency determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

27. PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit an Offer to provide any good or services to a public entity; may not submit an Offer with a public entity for the construction or repair of a public building or public work; may not submit an Offer to lease real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

28. DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

28.1 In accordance with Florida State Civil Rights Act of 1992.

28.2 An entity or affiliate who has been placed on the **State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com.)** may not submit an Offer to provide goods or services to a public entity, may not submit an Offer with a public entity for the construction or repair of a public building or public work, may not submit an Offer on leases of real property to a public entity, may not award or perform work as a contractor, vendor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

28.3 The general purposes of the Florida Civil Rights Act of 1992 are to secure for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status and thereby to protect their interest in personal dignity, to make available to the state their full productive capacities, to secure the state against domestic strife and unrest, to preserve the public safety, health, and general welfare, and to promote the interests, rights, and privileges of individuals within the state.

28.4 It is the policy of the City to assure that applicants are employed, and that employees are treated during employment, without regard to their age, race, religion, color, national origin, sex, or disability. Such action must include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on- the-job training.

29. ROYALTIES AND PATENTS

The Offeror shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Offerors shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the City harmless from loss on

account thereof, including costs and attorney's fees.

30. SHIPPING/DELIVERY

The price shall include any freight, handling, delivery, surcharges or other incidental charges. Unless otherwise specified, shall be **FOB-Destination**.

31. FUNDING

31.1 The Solicitation is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Solicitation. The City shall provide prompt written notice to the awarded Offeror that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of the Solicitation, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the Solicitation.

31.2 For any Solicitation involving the Department of Transportation, the City ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the City. According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

32. SUBCONTRACTING

32.1 Offeror shall obtain prior written approval of subcontractors and the work they will perform as stated in the scope of work. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the Offeror.

32.2 Offeror shall supervise, inspect and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents. Offeror shall be solely responsible for the means, methods, techniques, sequences and procedures. All work performed for Offeror by a subcontractor or supplier will be pursuant to an appropriate agreement between Offeror and the subcontractor or supplier which specifically binds the subcontractor or supplier to the applicable terms and conditions of the contract documents for the benefit of City. Offeror shall be fully responsible for all acts and omissions of the subcontractors, suppliers, and other individuals or entities performing or furnishing any of the work just as Offeror is responsible for Offer's own acts and omissions.

33. TRAVEL EXPENSE

Travel expenses shall not be reimbursed by the City, unless specifically authorized in the Solicitation.

34. PUBLIC RECORDS

To the extent applicable, the Offeror shall comply with the requirements of Florida's Public Records laws, specifically including the following:

34.1 Offeror shall keep and maintain public records required by the City in order to perform the service;

34.2 Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law;

34.3 Offeror shall ensure public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the agreement term and following completion of the agreement if the Offeror does not transfer the records to the City;

34.4 4. Offeror shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Offeror or keep and maintain public records required by the City to perform the service. If the Offeror transfers all public records to the City upon completion of the Contract, the Offeror shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Offeror keeps and maintains public records upon completion of the Contract, the Offeror shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City; and

34.5 5. Offeror acknowledges that all information relating to the Contract are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF THE OFFEROR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OFFEROR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street – Bradenton, FL 34205

35. CHANGES (IF APPLICABLE)

35.1 Increases in the scope of work that require a change in time and/or pricing will be submitted as follows:

35.1.1 The City may authorize minor variations from the requirements of the contract documents which do not involve an adjustment in the contract/task order price or the contract/task order time and are consistent with the overall intent of the contract/task order documents.

35.1.2 Continuing services contract that are being completed through a task order will require supplemental agreements. This will include the submittal of an explanation of the additional scope and cost. This will include clarification of the scope of work and schedule. Adjustments to price or time of the task order will be submitted in a proposal format. This additional scope must be similar in nature to the original task order. The total cost of the task order cannot exceed $200,000.00. Further, construction costs cannot exceed $2,000,000.

35.1.3 Project specific contracts will require a supplement or amendment to the contract that must be approved by the City Council.

35.2 The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the

City. Compensation for changes in quantities shall be at the rates for the specific item of work with no additional charges allowed for the change in quantity. All rates for services of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit pricing.

35.3 A change in quantities whether greater than or lower than the original contract quantity shall be treated as if the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the task order or contract to reflect the new total quantity of each item. Each proposal for change order shall list both the reduction in quantity of deleted scope and increased quantity of added scope.

35.4 Changes in contract/task order time must be justified to included but not limited to:

35.4.1 Owner changes to scope.

35.4.2 Additional scope discovered during BODR or preliminary design.

35.4.3 Failure on the City's behalf to review scope or plans in a timely manner.

35.4.4 Delays by others, such as utility companies, may not necessarily be compensated by the City and the contractor may need to seek compensation from the third party for the delay.

36. INVOICING

All invoices must contain the purchase order number, required identification information, and reflect the contract prices, terms, and conditions. Invoices containing deviations or omissions will be returned to the awarded Offeror for correction and resubmission. The awarded Offeror shall not perform any service or provide products until they have been issued an approved purchase order.

37. TIME EXTENSION AND CONTINUATION OF WORK

37.1 Time Extension

37.1.1 The City may extend a resulting contract up to one hundred eighty (180) days beyond the expiration date of the resulting contract. The rates in effect on the last day of the resulting contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

37.2 Continuation of Work

37.2.1 Any work that commences prior to and will extend beyond the expiration date of the resulting contract period shall, unless terminated by mutual written agreement between the City and the awarded Offeror, continue until completion at the same rates, terms and

conditions. This must be approved in advance by the Purchasing Manager, or designee.

38. RIGHT TO AUDIT

The awarded Offeror shall maintain such financial records and other records as may be prescribed by the City of Bradenton or by applicable federal and state laws, rules, and regulations. The Offeror shall retain these records for a period of five (5) years after final payment, or until they are audited by the City of Bradenton, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent five (5) year period for examination, transcription, and audit by the City of Bradenton, its designees or other authorized bodies.

39. 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. The Offeror hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Offeror further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the resulting contract. The Offeror 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 the resulting contract. If the Offeror has a contract terminated by a public employer for any such violation during the term of the resulting contract, it shall provide immediate notice thereof to the City.

40. CONTRACT ADMINISTRATION AND SITE REVIEW

40.1 The Offeror shall carefully examine the site of the work and the Solicitation documents for the work contemplated, and it will be assumed that the Offeror has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the Solicitation documents. The Offeror shall inform themselves fully of the conditions under which the work is to be performed in relation to construction, services, commodities and labor conditions. Failure to do so will not relieve an awarded Offeror of their obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work or deliver the requested product or service for the consideration set forth in their Offer. Resulting contracts may have more than one department or entity participating. Each participant will issue its individual purchase order and will be billed separately.

40.2 Ownership of Documents

All plans, specifications, reports, and any other documents developed under any contract resulting from this solicitation shall become the property of the City of Bradenton and may not be re-used by the Offeror without the City's permission. This includes any electronic versions, such as CAD or other computer aided drafting programs.

40.3. Notice to Proceed (NTP) and Pre-Construction/Kickoff Meetings

40.3.1. Single Project

All single (one time bid or RFP) projects will have a Notice to Proceed (NTP) issued by the Purchasing Division before a purchase order can be issued. The NTP letter will be dated the same date as the pre-construction or kickoff meeting. The date of the NTP letter and the Date in which work is to start can be no more than 30 days, unless otherwise approved by the Purchasing Manager, or designee.

40.3.2. Continuing Services

A continuing service contract with a task order $50,000.00 or less will use the purchase order as the NTP. The date of the purchase order will be the project start date. The number of days to complete the project or the project final completion date must be annotated on the purchase order. For a task order over $50,000.00 a formal NTP must be issued by the Purchasing Division.

40.4. Work Progress and Delays

The City Administrator shall be entitled at all times to be advised in writing, at their request, as to the status of work being done by the successful Offeror and the details thereof. In the event the successful Offeror cannot satisfy the deadline specified in the project schedule, then it shall notify the City Manager in writing at least seven (7) days prior to such deadline of the reason for the delay. In the event the cause of the delay is due to delay by City or

regulatory agencies as to the approval of any plans or permits submitted by the successful proposer, when such delay will result in an overall delay of the project completion date, the City Administrator shall grant to the successful Offeror, in writing, an extension of the agreement time equal to the as aforementioned delays. The City Administrator shall be solely responsible for determining whether any extension of time should be awarded to the successful proposer.

41. TERMINATION OF CONTRACT

The City reserves the right to terminate any contract, at any time, with or without cause.

41.1. Termination for Default

Awarded Offeror acknowledges that the conditions, covenants and requirements on its part to be kept, as set forth in the resulting contract, are material inducements to City entering into the resulting contract. Should awarded Offeror fail to perform any of the conditions, covenants and requirements of its part to be kept, the City Administrator, or designee, shall give written notice thereof to awarded Offeror specifying those acts to things which must occur in order to cure said default. Provided, however, if awarded Offeror makes a good faith effort by taking steps to substantially cure the default, the City Administrator, or designee may grant awarded Offeror additional time to cure such default as he/she deems warranted in his/her sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Administrator, or designee, may terminate the resulting contract, by written notice of termination, said notice specifying the time and date of termination.

41.2. Termination for Convenience

The performance of work under the resulting contract may be terminated by the City Administrator, or designee, in whole or in part whenever the City Administrator, or designee, determines that termination is in the City's best interest. Any such termination shall be affected by the delivery to the awarded Offeror of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under the resulting contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the awarded Offeror shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

41.3 Payment and Ownership of Documents upon Termination

In the event of termination of the resulting contract, the awarded Offeror shall cease work and shall deliver to the City all documents including reports and all other data, materials prepared or obtained, by the vendor in connection with the project, including all documents bearing professional certification. The awarded Offeror shall reimburse the City for any stored items that the City has previously purchased. City shall upon delivery of the aforesaid documents, pay the awarded Offeror as full payment for its services hereunder, a sum of money equal to the percentage of the work done by awarded Offeror and accepted as satisfactory by the City.

41.4 Waiver

Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the agreement, or any instance of default thereunder by the awarded Offeror, should not be deemed to be a waiver of any default or breach by the City.

42. INDEMNIFICATION

42.1 For all awarded contracts other than for construction services and design professional services as defined in Section 725.06(2) and Section 725.08(1), Florida Statute respectively, the following indemnification requirements apply:

The awarded Offeror shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the awarded Offeror arising out of or in any way connected with the awarded Offeror or subcontractor's performance or failure to perform under the terms of any resulting contract results from the Solicitation.

42.2 For construction services, the following indemnification requirements apply:

Pursuant to Section 725.06(2), Florida Statutes, the awarded Offeror shall indemnify and hold harmless the City from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees to the extend caused by the negligence, recklessness or intentional wrongful misconduct of the awarded Offeror and persons employed or utilized by the awarded Offeror in the performance of a resulting contract.

42.3 For design professional services, as defined by Section 725.08(1), Florida Statutes, the following indemnification requirements apply:

Pursuant to Section 725.08(1), Florida Statutes the awarded Offeror shall indemnify and hold harmless the City from liabilities, damages, losses, and costs including but not limited to, reasonable attorney's fees, to the extend caused by the negligence, recklessness, or intentionally wrongful conduct of the awarded Offeror and other persons employed or utilized by the awarded Offeror in the performance of a resulting contract.

43. PRICES, TERMS, AND PAYMENTS

43.1 Mistakes

Offerors are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk in case of mistake in extension; the unit price will govern.

43.2 Invoicing and Payment

Offers shall be paid upon submission of properly certified invoices to the purchaser at the prices stipulated on the contract at the time the order is placed, after delivery and acceptance of goods or services, less deductions if any, as provided. Invoices shall contain the contract number, purchase order and the awarded Offeror's Federal Employer Identification Number. An original copy of the invoice shall be submitted. Failure to follow these instructions may result in delay in processing invoices for payment.

43.3 Payments Based on Percentage Markup

Contracts or task orders that are awarded and which include or provide for a percentage markup on goods or services purchased will require the awarded Offeror to submit the wholesale invoice with the invoice and which include or provide a list of goods or services purchased in order to verify the correct markup percentage was applied.

43.4 Additional Quantities-Lump Sum and Unit Pricing Contracts

The City and awarded Offeror may add additional work items to the contract at any time, provided a fair and reasonable not to exceed, lump sum or unit cost can be agreed upon by both parties unless otherwise specified in the specifications or scope of work.

43.5 Additional Scope of Work

The City may unilaterally require, by written order, changes altering, adding to, or deducting from the resulting contract specifications, provided that such changes are within the general scope of the contract. The City may make an equitable adjustment in the resulting contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the awarded Offeror, which shall not be unreasonably withheld. If unusual quantity requirements arise, the City may solicit separate solicitations to satisfy them.

43.6 Additional Terms and Conditions

Additional Terms and Conditions may be listed in the items in the Solicitation otherwise no additional terms and conditions included with the Offer shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are applicable to the Solicitation. If submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general special conditions in the Solicitation are the only conditions applicable to the Solicitation and the Offeror's authorized signature affixed to the Solicitation form attest to this.

43.7 Advertising

In submitting an Offer, Offeror agrees not to use the results there from as a part of any commercial advertising.

43.8 Assignment

Any purchase order issued pursuant to the Solicitation invitation and the monies, which may become due hereunder, are not assignable except with the prior written approval of the ordering agency.

44. INSPECTION, ACCEPTANCE AND TITLE

44.1 Inspections and acceptance will be at destination unless otherwise provided. Title and risk of loss damage to all items shall be the responsibility of the awarded Offeror until accepted by the City, unless loss or damage results from negligence by the ordering agency. The awarded Offeror shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the City will:

44.1.1 Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

44.1.2 Report damage (visible and concealed) to carrier and awarded Offeror, confirming such reports in writing, within fifteen (15) days of delivery, requesting that the carrier inspect the damaged merchandise.

44.1.3 Retain the item and its shipping container, including inner packing material, until the carrier

and disposition given by the awarded Offeror perform inspection.

44.1.4 Provide the awarded Offeror with a copy of the carrier's Bill of Lading and damage inspection report.

44.1.5 The awarded Offeror shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest therein, without the prior written consent of the City Administrator, or designee.

44.1.6 All remedies therein before and therein conferred on the City shall be deemed cumulative andno one exclusive of the other, or any other remedy conferred by law.

45. COMPLETION OF WORK OR PROJECT

The awarded Offeror will complete all work or services for the contract price and within the contract time of number of calendar days specified per approved work order/purchase order for all work (except warranty items) in accordance with the contract documents. The number of completion days may be specified in the scope of work, specifications or the Solicitation form. For continuing services contract all task orders will be complete within thirty (30) days of the date the purchase order is approved or by the date and/or number days specified in the task order scope. The estimated completion days or date may also be documented on the purchase order.

46. SCRUTINIZED COMPANIES

46.1 Section 287.135, Florida Statutes prohibits a company from submitting an Offer on, or entering into or renewing a resulting 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 submitting an Offer, or entering into or renewing a resulting contract for goods or services of $1,000,000.00 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.

46.2 At the time a company submits an Offer or before the company enters into or renews a resulting contract with an agency or governmental entity for goods or services of $1,000,000.00 or more, the company must certify that the company 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 or is engaged in business operations in Cuba or Syria.

47. GOVERNING LAW AND VENUE

The Solicitation and resulting contract shall be governed by the laws of the State of Florida. Venue for any dispute shall be in the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida.

48. SECURITY VENDOR ADDENDUM

If a Solicitation seeks Offers of goods or services that will involve the use of, or access to, City data and information, the awarded Offeror shall be required to comply with the City's Information Security Vendor Addendum, which shall be provided to the awarded Offeror.

49. UNITED STATES-PRODUCED IRON AND STEEL IN PUBLIC WORKS PROJECT

In accordance with Section 255.0993, Florida Statutes, if the project is a public works project as defined in the Section and if the Offeror's scope of work includes any iron or steel product permanently being incorporated in the project, the iron or steel must be produced in the United States, unless there is an application exception under Section 255.0993, Florida Statutes.

50. STATE-PRODUCED LUMBER

In accordance with Section 255.20, Florida Statutes, if wood is a component of the public work project, the lumber, timber, and other forest products used must be produced and manufactured in Florida, if available and the price, fitness, and quality are equal to forest products not produced and manufactured in Florida.

APPENDIX A

Forms Sections

Section I – Required Electronic Forms

Section II - Samples, Examples, and Help

APPENDIX A

Section I Forms – Required Electronic Forms

These forms are required and should be submitted with all proposals. If it is determined that forms in this section are not applicable to your company, then you should return the form with your proposal and mark N/A across the form in large letters. There is no need to return the Terms and Conditions with your solicitation package.

Form #1 – Response Form (2 pages)

This is a required form that must be returned with your solicitation package. The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations – http://www.sunbiz.org. All signatures must be by an authorized company representative.

Form #2 – Interest in Competitive Bid

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.

Form #3 – Non-Collusive Form (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she has not colluded with any other person, firm or corporation in regard to any proposal submitted. Such affidavit shall be attached to the proposal form.

Form #4 – Public Entity Crimes (2 pages)

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public

entity in excess of the threshold amount provided in Section 287.017 of CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Form #5 – Negligence or Breach of Contract Disclosure Form (1 page)

Required Form. The form may be used to disclose any litigation that your company may be a part of involving negligence or breach of contract over the past ten years. You may need to duplicate this form to list all history. This should include, at a minimum, litigation for similar projects completed in the State of Florida. Under part 6 of the form the final action needs to include in whose favor the litigation was settled and was a monetary amount awarded. Please do not write N/A on this form. If you have no litigation, write "None" on the form. If you have too many lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. See the form for further instructions and what to do if you have no litigation history in the past ten years. You may also submit the information in a table format if you have a large number of litigations to list. Simply put "See Attached Listing" in the blocks where you would normally have put none.

Form #6 – Drug Free Workplace Certification (1 page)

Required Form. The form may be use as part of a tiebreaker for tie scores. If your company does not have a Drug Free Workplace Program, you must mark this form N/A and return it with your solicitation package. If your company has a Program, sign and return the form.

Form #7 – Scrutinized Companies Certification (1 page)

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over $1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes. At the time a company submits a bid or proposal for a contract or before the company enters into or renews a contract with an agency or governmental entity for goods or services of $1 million or more, the company must certify that the company is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Form #8 – Anti-Human Trafficking Affidavit (1 page)

Each proposer shall execute an affidavit, in the form provided by the City, to the effect that he/she attests the entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Such affidavit shall be attached to the proposal form.

APPENDIX A

Form #1 – Response Form

City of Bradenton
Response Form

Company Name: _____

Date Submitted: _____
Project Identification #: _____

Project Name: _____
Company Name: _____
Name & Title: _____
Business Address (Physical): _____

Corporate or Mailing
Address ☐ Same as Physical: _____

ADDRESS MUST MATCH SUNBIZ _____

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX NUMBER: _____

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

No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____

No. _____ Date: _____ No. _____ Date: _____

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 as Principal, and that this solicitation is submitted without collusion with others; and that the Proposer 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 finished, here by propose and agree to furnish this service in according to the requirement set out in the specifications or scope of work for said services for the pries as listed on the City provided price sheet or agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: _____

(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 AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

Authorized Proposer:

_____
Company Name: (Name printed or typed)

_____
Proposer: (Name printed or typed)

_____
Authorized Signature and Proposer Title

_____
Attest:

_____
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, Divisions of Corporations*. Please refer to website: *www.sunbiz.org*

APPENDIX A

Form #2 – Interest in Competitive Bidding

FORM 2 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 _____

County of _____

_____ being first duly sworn, deposes and says that they are

_____, 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)

_____
(Company Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by mean of ☐ physical presence or ☐ online, this

_____ by _____ of _____, a _____ corporation on behalf of the

Corporation. He/She is personally known to me or has produced _____ as identification.

_____
(Signature line for notary public)

_____
(Name of notary typed, printed or stamped)

_____
(Title or rank)

_____
(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 _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(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(l)(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 nolocontendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(l)(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 joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(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 TIDS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WIDCH 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)

_____
(Date)

STATE OF_____
COUNTY OF_____

Sworn to (or affirmed) and subscribed before me by mean of ☐ physical presence or ☐ online notarization, this _____ day of, _____by _____.

_____
(Signature of Notary Public – State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

_____ personally known or _____ Produced Identification

Type of Identification Produced _____

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

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 #6 -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.

_____ _____

CONTRACTOR VENDOR NAME AUTHORIZED SIGNATURE

Form #7 – Scrutinized Companies Form

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: _____

Respondent's Authorized Representative Name and Title: _____

_____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Respondent FEIN: _____

Email Address: _____

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: _____,

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

Authorized Signature: _____

Print Name and Title: _____

Form #8 – Anti-Human Trafficking Affidavit

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, *FLORIDA STATUTES*)

BEFORE ME, the undersigned authority, appeared _____, who first being duly sworn hereby swears of affirms as follows:

1. I am over eighteen (18) years of age. The following information is based on my own personal knowledge.

2. I am an officer or representative of _____ (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.

3. The Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

FURTHER AFFIANT SAYETH NOT.

_____
Printed Name: _____
Title: _____
Company Name: _____
Date: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 20___, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

_____

Print Name: _____
Notary Public of the State of Florida

My Commission Expires:

Section II – Samples, Examples, and Help

Sample# 1 – Sunbiz.com Registration

Self-explanatory.

Sample# 2 – Proposer Checklist

Self-explanatory.

APPENDIX A

Detail by Entity Name

Florida Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number	655555
FEI/EIN Number	5111111111
Date Filed	09/22/1980
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	07/25/2006
Event Effective Date	NONE

Principal Address

555 N Main Street
Your Town, USA 99999

Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999

Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA 99999

Name Changed: 12/14/2006

Address Changed: 12/14/2006

Officer/Director Detail

Name & Address

Title P

President, First
555 AVENUE
Anytown, USA 99999

Title V
President, Second
555 AVENUE
Anytown, USA 99999

APPENDIX A

Contractor/Vendor Checklist.

Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. **All items on this list may not be applicable.**

QUESTIONS	CHECK MARK-CONFIRMATION
Has the delivery date, time, and address been noted?	☐
Have you checked your proposal for proper organization, tabs are correct?	☐
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations and page number where they are located?	☐
Are you in compliance with the page limitations?	☐
Have you made sure your corporate address matches your Sunbiz information?	☐
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	☐
If descriptive literature has been requested, has it been attached to the solicitation proposal?	☐
Has the solicitation been signed, including the executive summary letter?	☐
Confirmation of providing special documentation requested specific to project	☐
Are you registered on DemandStar to received addendums?	☐
Form #1 - Has the solicitation been completely filled out *on* the solicitation form?	☐
Confirmation of receipt of all addenda, as applies (See form #1)	☐
Form #2- Competitive Bid (This is a mandatory State Form)	☐
Form #3 - Non-Collusive Affidavit	☐
Form #4 - Sworn Statement Public Entity Crimes	☐
Form #5 – Alleged Negligence or Breach of Conflict Form	☐
Form #6 – Drug-Free Certification	☐
Form #7 - Scrutinized Companies Certification (This is a mandatory State form)	☐
Form #8 – Anti-Human Trafficking Affidavit	☐
Sample #1 - Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	☐
Have all areas of the solicitation forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	☐

Notice to Proposers **9/30/2024**

RFP-24-028MK

Subrogation Recovery Services

ADDENDUM # 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date. Proposers are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Part I – Pertaining to the Solicitation Package: N/A

Part II – Pertaining to the Technical Specifications/Scope of Work: N/A

Part III – Responses to Questions:

Question 1:	**Do you currently outsource this work? If so, can you share the incumbent vendor's rate for services?**
Answer 1:	No
Question 2:	**If outsourced, are you happy with your current program?**
Answer 2:	N/A
Question 3:	**What is working now? What can be improved?**
Answer 3:	N/A
Question 4:	**How are claims reported to the City?**
Answer 4:	The department that incurs the damage makes the report.
Question 5:	**Are you confident all claims are being reported?**
Answer 5:	No
Question 6:	**If not, what percentage do you believe may be missing?**
Answer 6:	Unknown
Question 7:	**How many claims occur per year?**

Answer 7:	Approximately 25 claims per year are reported.
Question 8:	**Can you provide the total number and dollar amount of claims invoiced for 2021, 2022, and 2023 (individually)?**
Answer 8:	Approximately $960k. Total of 76 claims over the last three years.
Question 9:	**Can you provide the total number and dollar amount of claims recovered for 2021, 2022, and 2023 (individually)?**
Answer 9:	Approximately $532k recovered in 57 claims that were closed.
Question 10:	**What is the average dollar amount per claim?**
Answer 10:	$12,500
Question 11:	**What department will oversee the claims process?**
Answer 11:	Risk Management
Question 12:	**How do you measure program results?**
Answer 12:	N/A
Question 13:	**What is the recovery rate for each of the past three years (21,22, 23)?**
Answer 13:	The average is 77%
Question 14:	**Do you have a desired recovery rate for a potential vendor?**
Answer 14:	At least 80% or more with most claims getting 100% recovery.
Question 15:	**How will the city measure/determine success in terms of this recovery project?**
Answer 15:	Contractor to provide feedback per section A.i and A.iii of the scope of work.
Question 16:	**Do you have a routine claim metrics report package? If yes, what is included in the report package?**
Answer 16:	No
Question 17:	**Do you look at cycle time? If so, what is the average…**
Answer 17:	No
Question 18:	**Date of Damage to Invoice**
Answer 18:	Unknown
Question 19:	**Date of Invoice to Recovery**
Answer 19:	Unknown
Question 20:	**Please describe the current process for calculating and determine claim invoices.**

Answer 20:	Up to recently we have been only making claims for the physical damage.
Question 21:	**Please describe the current process for obtaining damage reports/police reports when claims occur.**
Answer 21:	Once an incident is reported the Risk Dept investigates in cooperation of the dept who filed the report, police, fire and/or any other resources as necessary.
Question 22:	**Is the posting only for the auto line of business or would it include any other lines of business?**
Answer 22:	All lines that can be recovered.
Question 23:	**Has a start date for work been established?**
Answer 23:	At the time of contract execution.
Question 24:	**Can the City provide any data regarding yearly claim volume and damages paid for the last 3 years?**
Answer 24:	76 claims, valued at $960k, have either closed or are in process during that time.
Question 25:	**For pricing submission, is there a City form, based on Section 8.3 – General Terms and Conditions of Solicitations vs. RFP Part I 7.2.7 Compensation (7.2 Documents)?**
Answer 25:	Please refer to Part I Section 7.2.7 of the solicitation for compensation requirements.
Question 26:	**Regarding Part II Scope of Services – II. General Requirements – Investigation and Evidence Gathering: Does the City pay Expert and any investigative costs from the claim file? Is there a City approved list of vendors?**
Answer 26:	No and no approved list.

Approved by City:

Erin Jones

Erin Jones, NIGP-CPP, CPPB

Purchasing Manager

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467

Notice to Proposers **10/7/2024**

RFP-24-028MK

Subrogation Recovery Services

ADDENDUM # 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the Bid. Items not referenced herein remain unchanged, including the response date. Proposers are further instructed to note receipt of the addendum in the solicitation submission form. Questions or changes are as follows:

Part I – Pertaining to the Solicitation Package: N/A

Part II – Pertaining to the Technical Specifications/Scope of Work: N/A

Part III – Notification:

Proposals submittals to be received by: ~~2:30 pm on October 14, 2024~~
REVISED DATE: 2:30 pm October 21, 2024

Approved by City

Marcus Kerber

Contract Specialist

City of Bradenton

Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

Telephone: 941-714-9467



REQUEST FOR PROPOSAL:

City of Bradenton, FL

RFP #24-028MK – Subrogation Recovery Services

RESPONSE DOCUMENT

Prepared by:

Alternative
CLAIMS MANAGEMENT

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7.2.1 Letter of Interest

Greetings,

Alternative Claims Management's (ACM) mission is to maximize "not at fault" claim recovery by leveraging our proprietary methods and experience. By bringing our perfected damage recovery program, ACM has successfully settled hundreds of thousands of claims and recovered over $1 Billion in proceeds for our clients. One of our strongest verticals is partnering with states, counties, cities, and school districts across the country.

ACM is pleased to offer the City of Bradenton our damage recovery services for vehicle collisions and related property damage. ACM specializes in incidents where our client is not at fault. ACM has a proprietary method for capturing not just physical damage, but also often overlooked damages, including loss of use, diminution of value, and other line items. ACM has built its business by consistently delivering 1-3 X net recovery over and above physical damage, making a very positive impact on clients' overall recovery efforts.

ACM's performance-based model is an important benefit for government clients, as there are not any out-of-pocket costs for taxpayers. If a claim yields no recovery, there is no cost to the City. Our three-pronged approach focuses on older claims (previously worked over the past 2-4 years), new claims (as they occur), and minor claims ("photoscopes").

ACM has developed a proprietary and comprehensive method for maximizing "not-at-fault" damage recovery for fleets of all types. Our specialization and years of experience in this area sets us apart from other firms making ACM an ideal fit for the Subrogation Recovery Services requirements outlined in the RFP, and we fully understand the scope and objectives.

While every claim is unique, our streamlined process ensures a consistent and efficient workflow to deliver maximum value for each client, and we would welcome the opportunity to do so for the City of Bradenton.

We look forward to partnering with you.

Sincerely,

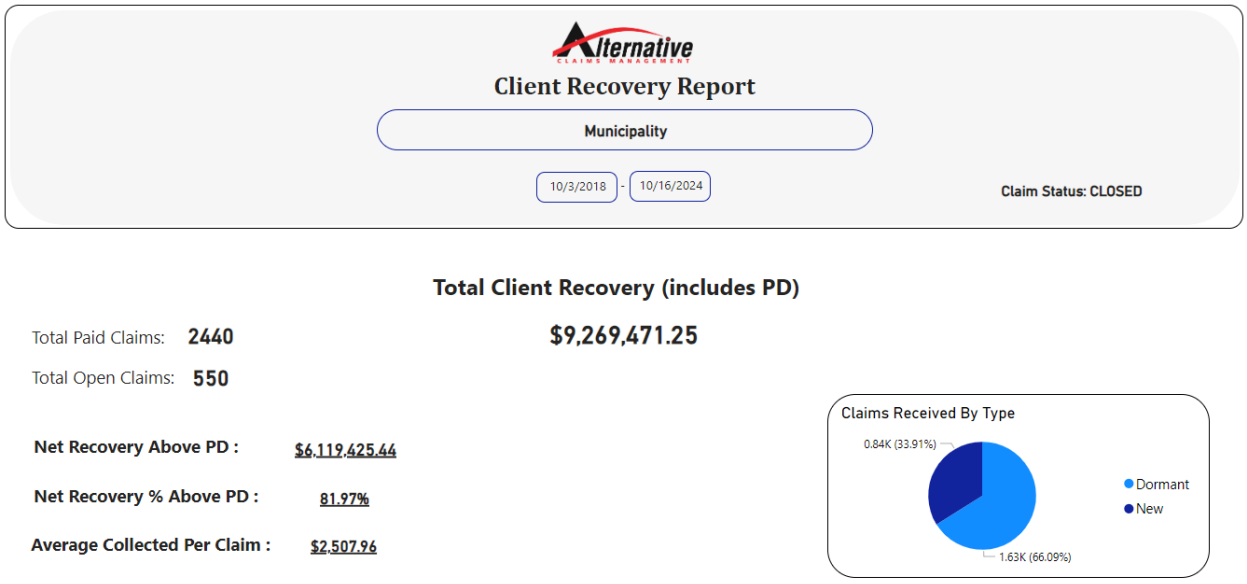
Michael Lewandowski
President & Chief Administration Officer

7.2.2 Licenses and Certifications
(Qualifications)

Alternative Claims Management has been in business since 1997. ACM has successfully settled hundreds of thousands of claims and recovered over $1 Billion in proceeds.

Today, ACM's largest verticals is partnering with states, counties, cities, and school districts across the country. ACM consistently delivers 1-3X net recovery over and above physical damage, making a very positive impact on clients' overall recovery efforts and bottom-line performance. ACM's client service, systems, and process also give added visibility to claims and alleviate the headaches often associated with "not-at-fault" accidents.

The chart below outlines ACM's five-year trailing net recovery results for Municipality related Clients. ACM has returned $9.3MM (81.97%) in net recovery to agencies like yours, which is recovery dollars after all costs and above physical damages paid.



ACM is a licensed business registered in the State of Florida.

Detail by Entity Name

Foreign Limited Liability Company
ALTERNATIVE CLAIMS MANAGEMENT, LLC

Filing Information

Document Number	M15000000250
FEI/EIN Number	42-1694459
Date Filed	01/12/2015
State	TX
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	03/17/2016
Event Effective Date	NONE

Principal Address

8610 North New Braunfels Avenue
#210
San Antonio, TX 78217

Changed: 02/06/2024

Mailing Address

8610 North New Braunfels Avenue
#210
San Antonio, TX 78217

Changed: 02/06/2024

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Authorized Person(s) Detail

Name & Address

Title VP

KREBS, ROBERT
8610 North New Braunfels
Suite 210
SAN ANTONIO, TX 78217

Title President

Lewandowski, Michael
2040 Tillman Avenue
Winter Garden, FL 34787

State of Florida
Department of State

I certify from the records of this office that ALTERNATIVE CLAIMS MANAGEMENT, LLC is a Texas limited liability company authorized to transact business in the State of Florida, qualified on January 12, 2015.

The document number of this limited liability company is M15000000250.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 6, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of October, 2024

Secretary of State

Tracking Number: 0504452606CU

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

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

7.2.3 Resumes

Formal resumes are not kept for all staff, nor do we have permission to share employees' information without consent due to the public nature of this bid document. Instead, we have outlined below a list of key individuals, titles and roles who will work on claims the city submits that require their attention and expertise. If awarded this contract, we would be happy to provide a more comprehensive list of our staff. The years listed are related work / tenure at ACM.

T.G., Chief Operations Officer, 30 / 4

- Oversees the entire division, including all operations and client success.

M.K., Director of Client Success, 10 / 3

- Directs the client service team members and their functions.

J.M., Client Success Manager, 11 / 3

- Directly manages all client account service activities and needs.

T.G., Director of Operations, 11 / 11

- Oversees entire claim operations, strategic analysis, and damage recovery departments.

G.G., Operations Manager, 13 / 13

- Manages the claims processing and material damage teams.

J.D., Material Damage Specialist, 11 / 3

- Enters and validates all data and documents, verifies insurance, and processes client high dollar claims.

A.C., Material Damage Specialist, 9 / 9

- Enters and validates all data and documents, verifies insurance, and processes client high dollar claims.

M.R., Strategic Claims Analyst, 16 / 6

- Reviews claims for strategic analysis and negotiation direction.

K.D., Damage Recovery Manager, 8 / 5

- Manages the damage recovery team and functions.

S.R., Sr. Damage Recovery Specialist, 12 / 8

- Actively negotiates with carrier's adjuster to bring claims to fair settlement.

J.E., Sr. Damage Recovery Specialist, 14 / 4

- Actively negotiates with carrier's adjuster to bring claims to fair settlement. Appraisal and desk appraisal experience, in-house Insurance adjusting including liability and total loss claims and field appraising, body shop estimating, heavy equipment, and independent appraisal experience.

7.2.4 Experience

ACM was founded in 1997, by fleet operators who discovered a better way to handle “not-at-fault” accident claims. Initially, like most operators, they relied on their insurance carrier, who paid for physical damage minus the deductible. The carrier would then subrogate, seeking reimbursement from the at-fault party’s insurer.

However, they noticed that other damages—like downtime, vehicle depreciation, and OEM parts—weren't being recovered. To address this, they began contacting the at-fault party and their insurer directly. This approach resulted in recovering not only physical damages but also these additional costs.

ACM has developed a proprietary model for maximizing “not-at-fault” damage recovery for fleets of all types, including loss of use, loss of revenue, diminution of value, and other accident-related costs. Our specialization and over 27 years of experience in this area sets us apart from other firms making ACM an ideal fit for the Subrogation Recovery Services requirements outlined in this RFP.

ACM has proven our methods work in consistent delivery of damage recovery services for 100s of organizations and 1000s of clients over the past 27 years, as our satisfied clients can attest.
Our team includes damage recovery experts, highly trained adjusters, customer success coordinators, data entry professionals, all dedicated to ensuring client satisfaction and success.

As shown in the graph in section 7.2.2, ACM has successfully settled over 2400 claims, resulting in nearly $9.3MM in net recovery for our municipal clients in the last five years. A lift of nearly 82% over and above their physical damages; additional funds they were not collecting prior to partnering with ACM.

7.2.5 Customer List

To provide our entire customer list for the past 10 years would take substantial time and resources. We do not have permission from each client to share their names or total monies collected on their behalf, and therefore respectfully ask for understanding in omitting that data at this time. Should we be awarded this contract, we would be happy to provide a more comprehensive list. Below are a few of our municipalities and references who can attest to ACM's services.

City of Miami, FL
444 SW 2nd Ave, Miami, FL 33130
Frank Gomez, 305-416-1009, fgomez@miamigov.com

Brevard County Sheriff, FL
700 South Park Avenue, Titusville, FL 32780
Mark Deitz, 321-633-1715, mark.deitz@bcso.us

DeKalb County, GA
556 N. McDonough St., Decatur, GA 30030
Larry Jacobs, 404-371-2050, lcjacobs@dekalbcountyga.gov

Gwinnett County, GA
75 Langley Drive, Lawrenceville, GA 30046
Bill Frew, 770-822-7837, donald.frew@gwinnettcounty.com

City of Las Vegas, NV
495 S. Main St, Las Vegas, NV 89101
John Raftery, 702-229-5048, jraftery@lasvegasnevada.gov

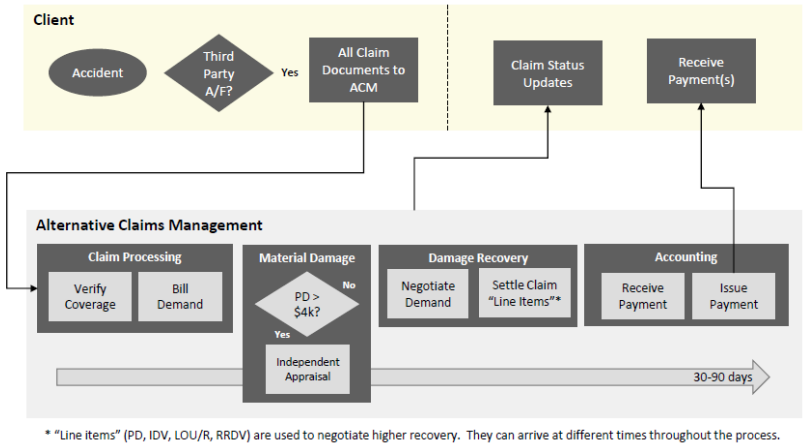
7.2.6 Project Approach

ACM follows a proven methodology for processing claims, designed to maximize efficiency and performance at every stage. Our approach involves meticulous documentation of all communications, documents, expenses, and damages, allowing us to build fact-based arguments for successful claims recovery. While every claim is unique, our streamlined process ensures a consistent and efficient workflow to deliver maximum value for each client.

Upon receiving a claim and supporting documentation, the process becomes effortless for the client. Our clients have 24/7/365 access to their claims through a web portal or by contacting the client success team. Most claims are completed within 45-90 days. High-value claims can take longer due to more complex negotiations. Throughout this process, ACM handles all key steps, ensuring seamless execution.

Below is a breakdown of our process and team assignments:

1. Document Collection and Input. Our data entry professionals gather and input all required documents to initiate the claim.
2. Accident Analysis. Our strategic analysts assess the logistics of the accident to determine fault and damage severity.
3. Estimate Review and Appraisal. We carefully review the repair estimate for completeness and, if necessary, order independent appraisals.
4. Demand Letter Preparation. Our team prepares and sends demand letters to the at-fault party carrier, initiating the recovery process.
5. Strategic Negotiation Support. ACM provides strategic analysis and expert negotiation to ensure the best recovery outcome.
6. Payment Processing. Once payments are received from the at-fault parties, we process all proceeds on behalf of the client.
7. Detailed Client Reporting. We issue a comprehensive statement to the client, which includes loss dates, vehicle information, line items recovered, check images, and all relevant accounting details.
8. Ongoing Access and Reporting. Clients can monitor their claim status and recovery performance in real-time via our secure web portal, and via scheduled status meetings with our client success team.



* "Line items" (PD, IDV, LOU/R, RRDV) are used to negotiate higher recovery. They can arrive at different times throughout the process.

ACM conducts a brief yet comprehensive client onboarding session with key staff. This covers any missing details, the process for submitting claims, and portal access instructions. Once onboarding is complete, the project is managed by a dedicated Client Success Coordinator (CSC).

The CSC acts as the primary liaison between the client and ACM's operational teams, overseeing all claim-related activities outlined in the Statement of Work. They work closely with department managers to ensure all tasks are completed on time and to specification.

As with any project, the more participation the better the partnership. These activities do not take much time but are informative and collaborative to ensure everyone is aligned along the way.

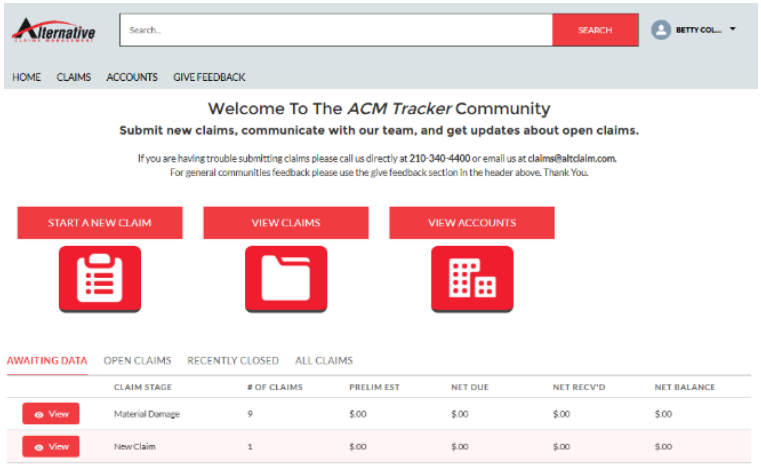
- Short 30-minute client onboarding to introduce the tools and teams.
- Ongoing assistance with claims submission, review, and progress updates.
- One-on-one review of your first statement from ACM.
- Timely (monthly or quarterly) team meetings to review results.
- Performance tracking occurs in the portal, in schedule meetings, via our client success report (updated monthly), and/or via email communications.
- Ad hoc reporting is also available upon request.

Post launch, your dedicated CSC is your one stop shop for any questions, status updates, and support along the way. They can be reached via phone and email, as well as directly in the portal. The CSC is constantly monitoring your claim flow and proactively alerting you to any issues or challenges they see. The CSC escalates anything beyond their immediate control, engaging the direct manager then others as needed to resolve issues as quickly as possible.

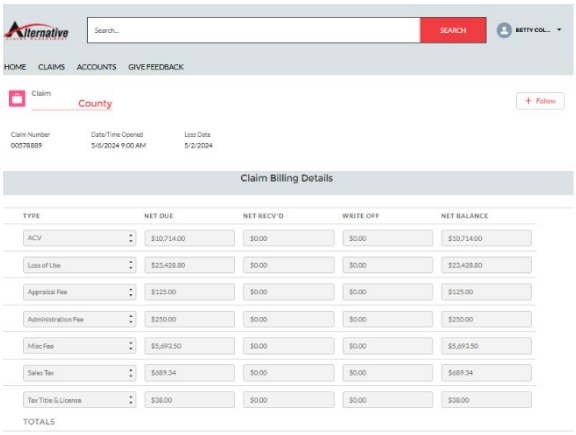
Each operational team has weekly meetings and reviews all claims in progress. Each team is held to strict service level agreements (SLAs) and consistently meets those expectations. When and SLA is not met, that claim is escalated and addressed. This ensures nothing gets missed and corresponding communication occurs internally and externally as needed.

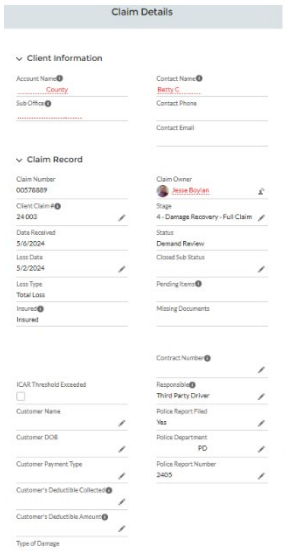
As part of our program, ACM provides an easy-to-use online portal, ACM Tracker. It is available 24/7/365 with no setup or service charges. The portal always offers full visibility and transparency. Clients use the portal to securely and easily submit claims and documents, track status, review payment details, and communicate with our team.

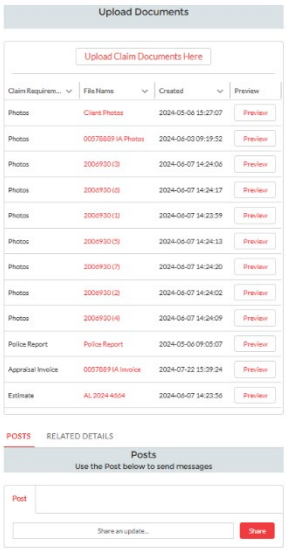
The portal is completely web-based and requires no installation. ACM follows all SOC2 and PII compliance guidelines, as do all our world-class cloud technology platforms. (Additional information can be provided on security, if necessary). From the home page, the portal organizes claims by status: awaiting data, currently open, recently closed, or all claims submitted. Under each status is the summary. Clicking the view icon shows all claim details.



- In the claim details page, Clients may update the fields, view line items, and upload missing documents. All parties communicate via posts and the "chatter" is captured within the claim. Email alerts are sent when posts are made, keeping everyone up to date.
-







The following service vendors can be engaged, depending on the needs of each claim and client:

1. Independent Appraisal Network
2. Salvage Vehicle Partners
3. Collection Agency
4. Legal Partner Network

ACM has long-standing and well-vetted experience with each of these vendors, trusting their expertise and service is of high quality and consistency when needed.

ACM uses ICAR standards as the basis for all vehicle reviews and recommendations. This ensures alignment with the manufacturer's specifications for repairs. This gives Clients a more wholistic recovery and an opportunity to restore a vehicle to its pre-accident state with safety and compliance.

ACM follows a proven methodology for processing claims, designed to maximize efficiency and performance at every stage. Our approach involves meticulous documentation of all communications, documents, expenses, and damages, allowing us to build fact-based arguments for successful claims recovery. While every claim is unique, our streamlined process ensures a consistent and efficient workflow to deliver maximum value for each client.

As specialist in a sea of generalists, ACM does one thing and one thing only: not-at-fault damage recovery. That's it. So, there are no other distractions, projects, or initiatives to get in the way. Upon receipt, each claim gets the focus and attention it deserves by exactly the right expert at exactly the right time.

7.2.7 Compensation

For this answer it would be best for ACM to share our full recovery share model on all claim line items we may collect for, which encompasses the two items mentioned.

ACM operates on a performance-based model. ACM charges no fixed set-up, monthly, annual, or per file fees. As compensation, ACM "shares" a percentage of the recovery with Client. The "Recovery Share" is deducted from proceeds as they are received and is contingent upon the successful recovery of the line items below. Recovery can vary due to policy limits, policy type, lack of insurance, liability, statues, missing documents, and other items outside of ACM's control. The potential damage recovery line items are defined below:

Item	New Claims to ACM	Dormant Claims to ACM
Physical Damage: Recovery based on the final repair invoice or body shop estimate, less direct claim expenses (e.g., appraisals, vehicle reports, police reports).	**0%**	**25%**
Physical Damage (Photoscopes Only): Recovery from third-party appraiser estimates based on photographs, reducing downtime and labor.	**25%**	**25%**
Loss of Use: Rental value for a replacement vehicle during repairs.	**50%**	**50%**
Loss of Revenue: Lost income while the vehicle is out of service, based on the prior 90 days of income.		
Inherent Diminution of Value: Difference in the vehicle's Actual Cash Value (ACV) before and after repairs.		
Repair Related Diminution of Value: Difference between the actual repair invoice and an OEM-compliant estimate.		
Recovered Fees (Charged to Carrier): Administration or sanitation fees paid by the at-fault party's insurer.		
Total Loss (Amount Over Valuation): Difference between the ACV and valuation method (e.g., loan value, wholesale, or depreciated value).		
Other Property Damage: Recovery for non-vehicle property damages related to the event, such as signs, buildings, towing, storage.	**10%**	**10%**

APPENDIX A

Forms Sections

Section I – Required Electronic Forms

Section II - Samples, Examples, and Help

APPENDIX A

Form #1 – Response Form

City of Bradenton
Response Form

Company Name: Alternative Claims Management, LLC

Date Submitted: October 21, 2024

Project Identification #: RFP-24-028MK

Project Name: Subrogation Recovery Services

Company Name: Alternative Claims Management, LLC

Name & Title: Michael Lewandowski, President / Chief Administration Officer

Business Address (Physical): 8610 North New Braunfels, Avenue #210, San Antonio, TX 78217

Corporate or Mailing Address ☒ Same as Physical:

ADDRESS MUST MATCH SUNBIZ

E-MAIL ADDRESS: Results@AltClaim.com

PHONE NUMBER: 210-340-4400 FAX NUMBER: _____

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

No.	#1	Date:	9/30/24	No.		Date:	
No.	#2	Date:	10/7/24	No.		Date:	
No.		Date:		No.		Date:	

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 as Principal, and that this solicitation is submitted without collusion with others; and that the Proposer 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 finished, here by propose and agree to furnish this service in according to the requirement set out in the specifications or scope of work for said services for the pries as listed on the City provided price sheet or agree to negotiate prices in good faith if a contract is awarded.

Tax Payer Identification Number: 42-1694459

(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 AND EXECUTED BY A CORPORATE AUTHORITY.

Where Proposer is a Corporation, add:

Alternative Claims Management, LLC
Company Name: (Name printed or typed)

Susan Ritter
Attest:

Authorized Proposer:

Michael Lewandowski
Proposer: (Name printed or typed)

President/CAO
Authorized Signature and Proposer Title

Susan M. Ritter
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, Divisions of Corporations*. Please refer to website: *www.sunbiz.org*

APPENDIX A

Form #2 – Interest in Competitive Bidding

FORM 2 INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

LAST NAME, FIRST NAME, MIDDLE NAME	OFFICE POSITION HELD
Lewandowski Michael	President & Chief Administration Officer
MAILING ADDRESS 8610 N. New Braunfels, Avenue #210, San Antonio, TX 78217	AGENCY Alternative Claims Management, LLC
CITY / ZIP / COUNTY San Antonio 78217 Bexar	ADDRESS OF AGENCY 8610 N. New Braunfels, Avenue #210, San Antonio, TX 78217

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:
   City of Bradenton, Florida
2. The person submitting the bid is Name Michael Lewandowski Position President / CAO
   Type text here
3. The business entity with which the person submitting the bid is associated is Alternative Claims Management, LLC
4. My relationship to the person or business entity submitting the bid is as follows Partner and Employee of ACM
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: vehicle damage recovery services
   b. The realty, goods and/or services will be supplied for the following period of time will be denoted on the final service agreement
   c. Will the contract be subject to renewal without further competitive bidding? _X_ Yes ___ No if so, how often? _____
6. Additional comments
7. Signature Date Signed 10/19/2024 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.

APPENDIX A

Form #3 - Non-Collusive Affidavit

NON-COLLUSIVE AFFIDAVIT
(Prime Contractor/Vendor)

State of Florida

County of Orange

_____ being first duly sworn, deposes and says that they are

Michael Lewandowski, 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.

Michael Lewandowski, Officer
(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)*

SUSAN M RITTER
Notary Public-State of Florida
Commission # HH 98486
My Commission Expires
February 28, 2025

Alternative Claims Management, LLC
(Company Name)

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by mean of ☐ physical presence or ☒ online, this

19th by _____ of October, a _____ corporation on behalf of the

Corporation. He/She is personally known to me or has produced _____ as identification.

Susan M. Ritter
(Signature line for notary public)

Susan M Ritter
(Name of notary typed, printed or stamped)

_____
(Title or rank)

_____
(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 Michael Lewandowski, President & Chief Administration Officer
(Print individual's name and title)

for Alternative Claims Management, LLC
(Print name of entity submitting sworn statement)

whose business address is 8610 North New Braunfels Avenue #210, San Antonio, TX 78217

(If applicable) its Federal Employer Identification Number (FEIN) is 42-1694459

(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(l)(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 nolocontendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(l)(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 joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(l)(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*.)**

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

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT TIDS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WIDCH 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)

10/19/2022
(Date)

STATE OF Florida
COUNTY OF Orange

SUSAN M RITTER
Notary Public-State of Florida
Commission # HH 98486
My Commission Expires
February 28, 2025

Sworn to (or affirmed) and subscribed before me by mean of ☐ physical presence or ☒ online notarization, this 19th day of, October 2024 by Michael Lewandowski

Susan M. Ritter
(Signature of Notary Public – State of Florida)

Susan M Ritter
(Print, Type, or Stamp Commissioned Name of Notary Public)

X personally known or _____ Produced Identification

Type of Identification Produced _____

Form #5 - 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	Alternative Claims Management, LLC				
2.	Type of Incident	**Place an X in the appropriate block.**	Alleged Negligence		Breach of Contract	
3.	Date of Incident	NONE				
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 #6 -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.

Alternative Claims Management, LLC
CONTRACTOR VENDOR NAME


AUTHORIZED SIGNATURE

APPENDIX A

Form #7 – Scrutinized Companies Form

CERTIFICATION REGARDING SCRUTINZED COMPANIES LISTS

Respondent Name: Alternative Claims Management, LLC

Respondent's Authorized Representative Name and Title: Michael Lewandowski, President & Chief Administration Officer

Address: 8610 North New Braunfels Avenue #210

City: San Antonio State: TX Zip: 78217

Phone Number: 210-340-4400 Respondent FEIN: 42-1694459

Email Address: mlewandowski@AltClaim.com

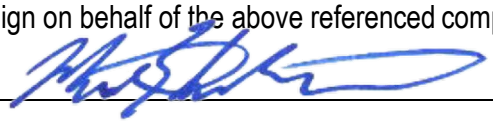
Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant 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: Michael Lewandowski, President & Chief Administration Officer,

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

Authorized Signature: 

Print Name and Title: Michael Lewandowski, President & Chief Administration Officer

Form #8 – Anti-Human Trafficking Affidavit

ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, *FLORIDA STATUTES*)

BEFORE ME, the undersigned authority, appeared Michael Lewandowski, who first being duly sworn hereby swears of affirms as follows:

1. I am over eighteen (18) years of age. The following information is based on my own personal knowledge.

2. I am an officer or representative of Alternative Claims Management, LLC (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.

3. The Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

4. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

FURTHER AFFIANT SAYETH NOT.

Printed Name: Michael Lewandowski
Title: President & Chief Administration Officer
Company Name: Alternative Claims Management, LLC
Date: 10/19/2024

STATE OF Florida
COUNTY OF Orange

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☒ online notarization, this 19th day of October, 2024, by Michael Lewandowski, on behalf of Alternative Claims Management, LLC, who is personally known to me or who has produced --- as identification.

Print Name: Susan M Ritter
Notary Public of the State of Florida

My Commission Expires: February 28, 2025

SUSAN M RITTER
Notary Public-State of Florida
Commission # HH 98486
My Commission Expires
February 28, 2025

APPENDIX A

Contractor/Vendor Checklist.

Below is a checklist to help you remember everything your company needs to complete this solicitation. This checklist is only a guide. The proposer is still responsible for meeting any requirements that may be omitted on this list, whether by accident or design. **All items on this list may not be applicable.**

QUESTIONS	CHECK MARK-CONFIRMATION
Has the delivery date, time, and address been noted?	☑
Have you checked your proposal for proper organization, tabs are correct?	☑
If service, product, commodity, or equipment deviates from the specifications or scope of work, have you listed the deviations and page number where they are located?	☐
Are you in compliance with the page limitations?	☑
Have you made sure your corporate address matches your Sunbiz information?	☑
Disclosure of confidential & proprietary information not subject to public disclosure and specific reference to state statute authorizing said exemption	☐
If descriptive literature has been requested, has it been attached to the solicitation proposal?	☐
Has the solicitation been signed, including the executive summary letter?	☑
Confirmation of providing special documentation requested specific to project	☑
Are you registered on DemandStar to received addendums?	☑
Form #1 - Has the solicitation been completely filled out *on* the solicitation form?	☑
Confirmation of receipt of all addenda, as applies (See form #1)	☑
Form #2- Competitive Bid (This is a mandatory State Form)	☑
Form #3 - Non-Collusive Affidavit	☑
Form #4 - Sworn Statement Public Entity Crimes	☑
Form #5 – Alleged Negligence or Breach of Conflict Form	☑
Form #6 – Drug-Free Certification	☑
Form #7 - Scrutinized Companies Certification (This is a mandatory State form)	☑
Form #8 – Anti-Human Trafficking Affidavit	☑
Sample #1 - Copy: company state registration certificate authorized to do business in Florida (Sunbiz.com)	☑
Have all areas of the solicitation forms and related documents been signed off by an authorized agent of the company and / or witnessed/ notarized where applicable?	☑

AGENDA ITEM NO. 6.ao

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Extension of PB-22-044NT with Galls, LLC

SUGGESTED ACTION: Approve extension for Mayor's Signature.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The First Contract Extension of PB-22-044NT for Galls, LLC. to provide fire rescue apparel and supplies. The parties desire to use final one-year option and extend the term of the contract to November 30, 2025.

FINANCIAL IMPACT:
Included in Budget.

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

SUGGESTED MOTION:
Motion to approve the first contract extension of PB-22-044NT with Galls, LLC.

ATTACHMENTS:
PB-22-044NT with Galls, LLC

First Contract Extension of PB-22-044NT between the City of Bradenton and Galls, LLC

The FIRST CONTRACT EXTENSION of PB-22-044NT (the "Extension"), is made this 18th day of December 2024, between the CITY OF BRADENTON (hereinafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and GALLS, LLC, a Kentucky limited liability company (hereinafter, "Vendor"), with a principal office of 1340 Russell Cave Road, Lexington, KY 40505.

WITNESSETH

WHEREAS, the City and Vendor entered into PB-22-044NT (the "Contract") on August 10, 2022, whereby Vendor was to provide the City with fire rescue apparel and supplies on an as-needed basis;

WHEREAS, the Contract was a piggyback contract of Orange County, Florida No. Y20-1047 (the "Orange County Contract") and the Orange County Contract provides for an initial term of two (2) years, with three (3) additional one (1) year renewal options;

WHEREAS, Orange County entered into Contract No. Y20-1047 on December 1, 2020;

WHEREAS, Orange County executed Amendment No. 5 on December 1, 2022, Amendment No. 6 on November 2, 2022, Amendment No.7 on February 28, 2023, Amendment No.8 on October 11, 2023, Amendment No. 9 on December 1, 2023, Amendment No. 10 on July 16, 2024, Amendment No.11 on August 27, 2024;

WHEREAS, Orange County renewed the contract for the final one-year period to November 30, 2025;

WHEREAS, Orange County further amended the contract to replace the fee schedule in its entirety;

WHEREAS, the City and the Vendor 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 Vendor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW THEREFORE, the City and the Vendor, 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. **Amendments to the Contract**. The following provisions of the Contract are hereby amended, and such amended term shall prevail over conflicting provisions of the Contract:

    a. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on November 30, 2025.

b. The fee schedule is hereby replaced in its entirety with the amended fee schedule attached and incorporated herein.

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 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 18th day of December 2024.

_____	December 5, 2024
Mike Fadden, as CEO	Date
Galls, LLC	
_____	_____
Gene Brown	Date
Mayor, City of Bradenton	
_____	12/09/2024
Erin Jones, CPPB, NIGP-CPP	Date
Purchasing Manager, City of Bradenton	

4968538v1

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: August 27, 2024

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO.11
CONTRACT #Y20-1047
FIRE RESCUE APPAREL

By mutual agreement, the contract is changed as follows:

1. ADDITIONS
   a. Commodity line 239 for FW1368, Alpha Freedom 3" HF PT Mens Safety Shoe, is hereby added to the contract at a unit price of $109.00/each, in the estimated quantity of 200.

   b. Commodity line 240 for FW1367, Alpha Freedom 6" HF PT Mens Safety Shoe, is hereby added to the contract at a unit price of $112.50/each, in the estimated quantity of 500.

2. DELETIONS

   a. Commodity line 199, for FX867, Reebok Sublite Cushion Athletic Work Shoe is hereby removed from the contract.

   b. Commodity line 210, for SP143, Thorogood Women's Soft Street Oxford is hereby removed from the contract.

The estimated contract amount remains unchanged, and all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS, LLC **1340 Russell Cave Road** **Lexington, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By: Mike Fadden	Kathy Saldutti
Print Name: Mike Fadden	Kathy Saldutti, Contracting Agent
Title: CEO	Procurement Division
Date: 08/29/2024	Date: 8/29/2024

	ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION	Effective Date: July 16, 2024

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

AMENDMENT NO.10
CONTRACT #Y20-1047
FIRE RESCUE APPAREL

By mutual agreement, the contract is changed as follows:

1. ADDITIONS
   a. Commodity line 238 for 5.11 Tactical Trail Short, Manufacturer #73352, Galls Item# TR2938 color-black, is hereby added to the contract at a unit price of $57.05/each, in the estimated quantity of 120, an increase of $6,846.

2. The following provision is hereby incorporated into the agreement/contract:

   ANTI-HUMAN TRAFFICKING
   In accordance with Section 787.06(13), Florida Statutes, Contractor shall attest under penalty of perjury, that Contractor does not use coercion for labor or services as defined in Section 787.06(2), Florida Statutes. Attestations shall be documented using a Human Trafficking Affidavit as provided by the County. The latest form is accessible on the County's Forms and Resources website (https://www.ocfl.net/vfr) or by emailing procurement@ocfl.net.

   A Human Trafficking Affidavit shall be required when (1) executing, (2) renewing, or (3) extending a contract.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS, LLC **1340 Russell Cave Road** **Lexington, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By: Mike Fadden	Kathy Caldwell
Print Name: Mike Fadden	Contracting Agent
Title: CEO	Procurement Division
Date: 07/24/2024	Date:

AMENDMENT NO. 9
CONTRACT NO. Y20-1047, FIRE RESCUE APPAREL

EFFECTIVE DATE: DECEMBER 1, 2023

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby renewed for the period of December 1, 2023 through November 30, 2024. In accordance with changes in the Consumer Price Index all unit prices are increased by 4%. Line-item increases are as follows:

Line #	DESCRIPTION	Current Unit Price	New Unit Price
1	O.C.F.R.D. Patch	$0.73	$0.76
2	Explorer Patch	$1.46	$1.51
3	Paramedic Patch	$1.14	$1.19
4	EMT Patch	$1.14	$1.19
5	Metallic 1/2” Sleeve Band (gold & silver)	$1.64	$1.71
6	Hash Mark with one mark	$1.64	$1.71
7	Hash Mark with two marks	$1.84	$1.91
8	Hash Mark with three marks	$1.84	$1.91
9	Hash Mark with four marks	$1.84	$1.91
10	Hash Mark with five marks	$1.84	$1.91
11	Hash Mark with six marks	$2.39	$2.49
12	Hash Mark with seven marks	$2.39	$2.49
13	Hash Mark with eight marks	$3.95	$4.11
14	Maltese emblem (gold & silver)	$0.57	$0.59
15	Men’s Necktie – 3” x 18” clip-on	$4.16	$4.33
16	Men’s Necktie – 3” x 20” clip-on	$4.16	$4.33
17	Men’s Necktie – 3” x 57” w/buttonholes	$4.16	$4.33
18	Men’s Necktie – 3” x 61” w/buttonholes	$4.16	$4.33
19	Women’s Necktie – Crossover w/ covered snap	$4.16	$4.33
20	Men’s Long Sleeve Security Shirt all sizes through 18 ½	$35.52	$36.94
21	Men’s Long Sleeve Security Shirt Size 19 - 19 ½	$35.52	$36.94
22	Men’s Long Sleeve Security Shirt size 20 and up	$35.52	$36.94
23	Men’s Short Sleeve Security Shirt all sizes through 18 ½	$32.76	$34.07
24	Men’s Short Sleeve Security Shirt sizes 19 through 19 ½	$32.76	$34.07
25	Men’s Short Sleeve Security Shirt size 20 and up	$32.76	$34.07
26	Women’s Long Sleeve Security Shirt XS through X-Large	$35.88	$37.32
27	Women’s Long Sleeve Security Shirt XX-Large	$35.88	$37.32
28	Women’s Long Sleeve Security Shirt XS through X-Large	$32.76	$34.07
29	Women’s Long Sleeve Security Shirt XX-Large	$32.76	$34.07
30	Men’s Dress Uniform Pant (Not Class A) all sizes through 42	$61.36	$63.81
31	Men’s Dress Uniform Pant (Not Class A) sizes 44 through 46	$61.36	$63.81

32	Men’s Dress Uniform Pant (Not Class A) sizes 48 and up	$61.36	$63.81
33	Women’s Dress Uniform Pant (Not Class A) all sizes through 18	$61.36	$63.81
34	Women’s Dress Uniform Pant (Not Class A) sizes 20 and 22	$61.36	$63.81
35	Women’s Dress Uniform Pant (Not Class A) sizes 24 and up	$61.36	$63.81
36	Men's Class A Uniform Dress Pant all sizes through 42	$71.76	$74.63
37	Men's Class A Uniform Dress Pant sizes 44 through 46	$71.76	$74.63
38	Men's Class A Uniform Dress Pant sizes 48 and up	$71.76	$74.63
39	Women's Class A Uniform Dress Pant all sizes through 18	$71.76	$74.63
40	Women's Class A Uniform Dress Pant sizes 20 and 22	$71.76	$74.63
41	Women's Class A Uniform Dress Pant sizes 24 and up	$71.76	$74.63
42	Women's Class A Uniform Dress Skirt all sizes through 18	$46.80	$48.67
43	Women's Class A Uniform Dress Skirt sizes 20 and 22	$46.80	$48.67
44	Men's Class A Uniform Dress Coat all sizes through 46	$234.00	$243.36
45	Men's Class A Uniform Dress Coat sizes 48 and up	$234.00	$243.36
46	Women's Class A Uniform Dress Coat all sizes through 18	$338.00	$351.52
47	Women's Class A Uniform Dress Coat sizes 20 and 22	$338.00	$351.52
48	Men’s Tru Spec 1187/1192 all sizes through 42	$35.36	$36.77
49	Men’s Tru Spec 1187/1192 sizes 44 and 50	$39.00	$40.56
50	Men’s Tru Spec 1187/1192 sizes 50 and up	$39.00	$40.56
51	Men’s Work Pant – 65/35 Twill Blend all sizes through 42	$25.48	$26.50
52	Men’s Work Pant – 65/35 Twill Blend sizes 44 and 46	$25.48	$26.50
53	Men’s Work Pant – 65/35 Twill Blend sizes 48 and up	$25.48	$26.50
54	Women’s Work Pant – 65/35 Twill Blend all sizes through 18	$33.80	$35.15
55	Women’s Work Pant – 65/35 Twill Blend sizes 20 and 22	$33.80	$35.15
56	Women’s Work Pant – 65/35 Twill Blend size 24 and up	$44.72	$46.51
57	Convertible Jacket with Nametape all sizes through XL	$64.48	$67.06
58	Convertible Jacket with Nametape size XXL	$64.48	$67.06
59	Convertible Jacket with Nametape size XXXL	$67.60	$70.30
60	Convertible Jacket with Nametape size XXXXL and up	$67.60	$70.30
61	Convertible Jacket with Nametape size XXXXXL	$67.60	$70.30
62	Sweater with options (epaulets with Velcro closure, badge tab, name patch) all sizes through XXL	$60.84	$63.27
63	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXL	$60.84	$63.27
64	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXXL and up	$60.84	$63.27
65	Sweater without options all sizes through XXL	$52.00	$54.08
66	Sweater without options size XXXL	$52.00	$54.08
67	Sweater without options size XXXXL and up	$52.00	$54.08
68	Formal Dress Cap w/Cushion sweatband XSM-XXXL	$67.60	$70.30
69	Non-Formal Ball Cap Mesh SM/Med or L/XL	$14.82	$15.41
70	Non-Formal Ball Cap Twill adjustable	$10.40	$10.82
71	Short Sleeve Maintenance Work Shirts all sizes through XXL	$19.24	$20.01
72	Short Sleeve Maintenance Work Shirts size XXXL	$20.28	$21.09

73	Short Sleeve Maintenance Work Shirts size XXXXL and up	$20.28	$21.09
74	Long Sleeve Maintenance Work Shirts all sizes through XXL	$21.40	$22.26
75	Long Sleeve Maintenance Work Shirts size XXXL	$22.88	$23.80
76	Long Sleeve Maintenance Work Shirts size XXXXL and up	$22.88	$23.80
77	Maintenance Winter Work Jacket all sizes through XL	$39.52	$41.10
78	Maintenance Winter Work Jacket size XXL and up	$39.52	$41.10
79	Golf Shirt – Jerzees 437M all sizes through XXL	$17.68	$18.39
80	Golf Shirt – Jerzees 437M XXXL through XXXXL	$19.24	$20.01
81	Hi Vis SS Polo-Blauer all sizes through XL	$67.60	$70.30
82	Hi Vis SS Polo-Blauer size XXL	$82.16	$85.45
83	Blauer Pants with zip off legs 8822z all sizes through 42	$82.16	$85.45
84	Blauer Pants with zip off legs 8822z sizes 44 and 46	$93.60	$97.34
85	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 all sizes through 42	$35.36	$36.77
86	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 44 and 46	$37.44	$38.94
87	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 48 and up	$39.52	$41.10
88	Tee Shirt - Short Sleeve – Port & Co PC380 all sizes through XL	$4.06	$4.22
89	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXL – XXXL	$6.34	$6.60
90	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXXXL	$7.00	$7.28
93	Honor Guard Oxford Style Shoe	$48.88	$50.84
94	Polo / Golf Shirt - Short Sleeve K455 all sizes through XL	$27.82	$28.93
95	Polo / Golf Shirt - Short Sleeve K455 sizes XXL – XXXXL	$30.16	$31.37
96	Polo / Golf Shirt - Long Sleeve TL K455LS sizes LT - 2 XLT	$31.20	$32.45
97	Polo / Golf Shirt - Long Sleeve TLK455LS sizes 3XLT –4XLT	$33.02	$34.34
98	Polo / Golf Shirt - Long Sleeve K455LS all sizes through XL	$30.42	$31.64
99	Polo / Golf Shirt - Long Sleeve K455 sizes XXL – XXXXL	$32.24	$33.53
100	Polo / Golf Shirt - Short Sleeve TLK500LS sizes LT - 2XLT	$26.78	$27.85
101	Polo / Golf Shirt - Short Sleeve TLK500LS sizes 3XLT - 4XLT	$33.28	$34.61
102	Tee Shirts - Short Sleeve 5280 all sizes through XL	$6.24	$6.49
103	Tee Shirts - Short Sleeve 5280 size XXL	$6.24	$6.49
104	Tee Shirts - Short Sleeve 5280 size XXXL	$6.24	$6.49
105	Tee Shirts - Short Sleeve 5280 size XXXXL and up	$6.24	$6.49
106	Tee Shirts - Short Sleeve 518T sizes LT - 2XLT	$6.24	$6.49
107	Tee Shirts - Short Sleeve 518T sizes3XLT - 4XLT	$6.24	$6.49
108	Tee Shirts - Short Sleeve N6210 all sizes through XL	$6.76	$7.03
109	Tee Shirts - Short Sleeve N6210 size XXL	$6.76	$7.03
110	Tee Shirts - Short Sleeve N6210 size XXXL	$6.76	$7.03
111	Tee Shirts - Short Sleeve N6210 size XXXXL and up	$6.76	$7.03
112	Tee Shirts - Long Sleeve 5186 all sizes through XL	$8.32	$8.65
113	Tee Shirts - Long Sleeve 5186 size XXL	$8.32	$8.65
114	Tee Shirts - Long Sleeve 5186 size XXXL	$8.32	$8.65
115	Tee Shirts - Long Sleeve 5186 size XXXXL and up	$8.32	$8.65
116	Tee Shirts - Long Sleeve PC61LST sizes LT - 2XLT	$8.32	$8.65
117	Tee Shirts - Long Sleeve PC61LST sizes 3XLT - 4XLT	$8.32	$8.65

118	Tee Shirts - Long Sleeve PC55LS all sizes through XL	$10.40	$10.82
119	Tee Shirts - Long Sleeve PC55LS size XXL	$10.40	$10.82
120	Tee Shirts - Long Sleeve PC55LS size XXXL	$10.40	$10.82
121	Tee Shirts - Long Sleeve PC55LS size XXXXL and up	$10.40	$10.82
122	Sweatshirts all sizes through XL	$10.40	$10.82
123	Sweatshirts size XXL	$10.40	$10.82
124	Sweatshirts size XXXL	$10.40	$10.82
125	Sweatshirts size XXXXL and up	$10.40	$10.82
126	Sweatpants all sizes through XL	$12.48	$12.98
127	Sweatpants size XXL	$12.48	$12.98
128	Sweatpants size XXXL	$12.48	$12.98
129	Sweatpants size PC90P XXXXL and up	$12.48	$12.98
130	Mesh Gym Shorts w/pockets all sizes through XL	$17.68	$18.39
131	Mesh Gym Shorts w/pockets size XXL	$17.68	$18.39
132	Mesh Gym Shorts w/pockets size XXXL	$17.68	$18.39
133	Hourly Alteration Fee	$0.00	$0.00
134	Blackinton B96 in Gold	$53.79	$55.94
135	Blackinton B96 in Silver	$45.76	$47.59
136	Blackinton B2647IN - Honor Guard – Gold	$69.68	$72.47
137	1 Bugle, Blackinton A2876 – Gold	$9.36	$9.73
138	2 Bugles side by side, Blackinton A2875 – Gold	$9.36	$9.73
139	2 Bugles crossed, Blackinton A2874 – Gold	$9.36	$9.73
140	3 Bugles crossed, Blackinton A2873 – Gold	$9.36	$9.73
141	4 Bugles crossed, Blackinton A4280 – Gold	$9.36	$9.73
142	5 Bugles crossed, Blackinton A2871 – Gold	$9.36	$9.73
143	Blackinton A4216 – Engineer – Rhodium	$9.36	$9.73
144	Blackinton A2886 – Firefighter - Rhodium	$9.36	$9.73
145	Blackinton A5598 - Paramedic 3/16” Cutout Plain – Silver	$9.36	$9.73
146	O.C. – ½” Die Stock - Silver	$9.36	$9.73
147	F.D. – ½” Die Stock - Silver	$9.36	$9.73
148	O.C. – ½” Die Stock - Gold	$9.36	$9.73
149	F.D. – ½” Die Stock – Gold	$9.36	$9.73
150	O.F.M. – 5/16” Die Stock – Gold & Silver	$10.40	$10.82
151	Blackinton A2327 Firefighter – Silver	$17.42	$18.12
152	Blackinton A6864 Engineer – Silver	$21.32	$22.17
153	Blackinton A2912 Lieutenant – Gold	$17.68	$18.39
154	Blackinton A175 Captain – Gold	$17.68	$18.39
155	Blackinton A2911 Battalion Chief – Gold	$17.68	$18.39
156	Blackinton A2910 Assistant Chief – Gold	$17.68	$18.39
157	Blackinton B803 Division Chief - Gold - State of Florida Seal	$54.08	$56.24
158	Blackinton B803 Deputy Chief - Gold - State of Florida Seal	$54.08	$56.24
159	Blackinton B803 Fire Chief - Gold - State of Florida Seal	$54.08	$56.24
160	Blackinton A28889 Communication - Gold & Silver	$11.44	$11.90

161	Blackinton B803 - Honor Guard - Gold- Firefighter Scramble Seal	$54.08	$56.24
162	Snake Style Hat Band – Gold	$11.44	$11.90
163	Snake Style Hat Band – Silver	$10.40	$10.82
164	Hat Button – Gold	$1.04	$1.08
165	Hat Button – Silver	$0.83	$0.87
166	Oxford Style Shoe – Thorogood	$116.48	$121.14
167	Honor Guard Oxford Style Shoe –Bates	$97.71	$101.62
168	5.11 Company Boot 2.0	$83.20	$86.53
170	Reebok Tactical Oxford Shoe	$72.80	$75.71
171	Reebok Sublite Tactical Boot	$85.28	$88.69
173	Thorogood 8” Side Zipper Work Boot	$99.84	$103.83
175	Haix Airpower R2	$282.88	$294.20
176	Haix Airpower XR1	$312.00	$324.48
177	Haix Airpower XR2	$296.40	$308.26
178	Thorogood 10” Softstreets Station Boot	$124.80	$129.79
179	Expedited Shipping Fee at cost	$1.00	$1.04
180	SW849 72321-720	$45.76	$47.59
181	SW849 72321-720	$49.92	$51.92
182	SW849 72321-720	$54.08	$56.24
183	SW849 72321-720	$54.08	$56.24
184	SW849 72321-720	$54.08	$56.24
185	SW849 72321-720	$54.08	$56.24
186	SW849 72321-720	$54.08	$56.24
187	SW849 72321-720	$54.08	$56.24
188	ES18546	$9.36	$9.73
189	OCFRD Text Back EY11365	$5.20	$5.41
190	2 Line Chest Emb PEC02	$4.16	$4.33
191	American Flag UA155	$1.04	$1.08
192	HW768B NAV	$11.80	$12.28
193	ST112B	$20.38	$21.20
194	ST112B	$22.88	$23.80
195	ST112B	$24.96	$25.96
196	ST112B	$26.00	$27.04
197	TJ361 DKNV	$31.20	$32.45
198	TR1275 dknv	$31.20	$32.45
199	FX867 Reebok	$71.24	$74.09
200	FT977 RB1062	$79.74	$82.93
201	FW797 RB8674	$93.60	$97.34
202	FW798 RB864	$93.60	$97.34
203	SP526 Bates	$87.36	$90.85
204	FT2055 W10694	$73.84	$76.79
208	FW078	$106.08	$110.32
209	FW077	$106.08	$110.32

210	SP143	$119.81	$124.60
211	FT1662	$117.31	$122.00
212	UA3102N RG SF 7277 A 10 - 1 1/2 UNAPP	$4.26	$4.43
213	LA118WP Galls	$3.64	$3.79
214	LA100WP	$10.40	$10.82
215	RW703	$8.27	$8.60
216	LA114WP Galls	$26.00	$27.04
217	LA120WP Galls	$13.47	$14.01
218	LA120WP Galls	$13.47	$14.01
219	LA122WP Galls	$13.47	$14.01
220	LA121WP Galls	$17.68	$18.39
221	LA127WP Galls	$14.56	$15.14
222	LA128WP Galls	$13.47	$14.01
223	LA118WP	$3.64	$3.79
224	LA129WP Galls	$13.47	$14.01
225	HW3912 Keystone Uniforms Cap R8-B	$127.92	$133.04
226	HW3911 Keystone Uniforms Cap R8-B	$127.92	$133.04
227	HW3910 Keystone Uniforms Cap R8-B	$127.92	$133.04
228	HW3909 Keystone Uniforms Cap R8-B	$127.92	$133.04
229	UW181	$1.92	$2.00
230	ST136 Propper	$34.27	$35.64
231	FT1016 Bates - Wolverine Worldwide E03180	$79.30	$82.47
232	FT2874 Bates - Wolverine Worldwide E03580	$79.30	$82.47
233	Augusta #960 - Ladies wicking mesh shorts	$20.50	$21.32
234	FW822 Galls tactical boot mfg # 15635	$93.60	$97.34
235	FT3030 Thoro-Flex Slip on Shoe	$85.71	$89.14
236	HW4355 DKNV SMMD Port Authority Flex fit wool blend cap	$17.59	$18.29
237	HW4356 DKNV SMMD Port Authority Flex fit wool blend cap	$17.59	$18.29

The total amount of the contract remains unchanged, and all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS, LLC
1340 Russell Cave Road
Lexington, KY 40505

By: _____

Print Name: Mike Fadden

Title: Chief Executive Officer

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

_____

Kathy Saldutti, Contract Agent

Procurement Division

Date: 11/30/2023 Date: 11/30/23

AMENDMENT NO. 8
CONTRACT NO. Y20-1047, FIR RESCUE APPAREL

EFFECTIVE DATE: October 11, 2023

By mutual agreement, the subject contract is changed as follows:

1. ADDITION
   a. Line No. 235, Thoro-Flex Slip on Shoe, 834-6133 #FT3030, for a quantity of 10 at a unit price of $85.71 each, is hereby added to the contract.

   b. Line No. 236, Port Authority Flex fit Wool Blend Cap, HW4355 DKNV SMMD, for a quantity of 1000 at a unit price of $17.59 each, is hereby added to the contract.

   c. Line No. 237, Port Authority Flex fit Wool Blend Cap, HW 4356 DKNV SMMD, for a quantity of 1000 at a unit price of $17.59 each, is hereby added to the contract.

2. DELETION

   d. Line No. 207, Thorogood Slip on ASR, #SP249, a unit price of $60.60, is hereby removed from the contract.

The total amount of the contract remains unchanged, and all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC **1340 RUSSELL CAVE RD** **LEXINGTON, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By:	
Print Name: Mike Fadden	Kathy Saldutti, Contract Agent
Title: Chief Executive Officer	Procurement Division
Date: 10/12/2023	Date: 10/16/2023

AMENDMENT NO. 7
CONTRACT NO. Y20-1047, FIRE RESCUE APPAREL

EFFECTIVE DATE: February 28, 2023

By mutual agreement, the subject contract is changed as follows:

1. ADDITION
   a. Line No. 234, Original S.W.A.T Air Side Zip 9" Tactical Boot mfg.# 15635 Galls #FW822, is hereby added to the contract at a unit price of $93.60 each.

2. DELETION
   b. Line No. 172, Ridge Momentum 8" Boot #5008 Galls #FT2790, is hereby by removed from the contract.

The total amount of the contract remains unchanged, and all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC **1340 RUSSELL CAVE RD** **LEXINGTON, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By: _____	_____
Print Name: Mike Fadden	Kathy Saldutti, Contract Agent
Title: Chief Executive Officer	Procurement Division
Date: 3/6/2023	Date: 3/6/2023

AMENDMENT NO. 6
CONTRACT NO. Y20-1047, FIR RESCUE APPAREL

EFFECTIVE DATE: November 2, 2022

By mutual agreement, the subject contract is changed as follows:

1. ADDITIONS
   a. Line No. 233, 5" Ladies wicking mesh shorts, Augusta item# 960, Maltese logo screen print on left leg – Orange County, is hereby added to the contract at a unit price of $20.50 each, for an estimated quantity of 400, an increase of $8,200.

The total amount of the contract has changed from $2,881,639.38 to $2,889,839.38, an increase of $8,200, all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC **1340 RUSSELL CAVE RD** **LEXINGTON, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By: _____	_____
Print Name: Mike Fadden	Kathy Saldutti, Contract Agent
Title: CEO	Procurement Division
Date: 11/15/2022	Date: 11/15/2022

AMENDMENT NO. 5
CONTRACT NO. Y20-1047, FIRE RESCUE APPAREL

EFFECTIVE DATE: DECEMBER 1, 2022

By mutual agreement, the subject contract is changed as follows:

1. The contract is hereby renewed for the period of December 1, 2022 through November 30, 2023. In accordance with changes in the Consumer Price Index all unit prices are increased by 4%. Line-item increases are as follow:

Line #	DESCRIPTION	Current Unit Price	New Unit Price
1	O.C.F.R.D. Patch	$0.70	$0.73
2	Explorer Patch	$1.40	$1.46
3	Paramedic Patch	$1.10	$1.14
4	EMT Patch	$1.10	$1.14
5	Metallic 1/2” Sleeve Band (gold & silver)	$1.58	$1.64
6	Hash Mark with one mark	$1.58	$1.64
7	Hash Mark with two marks	$1.77	$1.84
8	Hash Mark with three marks	$1.77	$1.84
9	Hash Mark with four marks	$1.77	$1.84
10	Hash Mark with five marks	$1.77	$1.84
11	Hash Mark with six marks	$2.30	$2.39
12	Hash Mark with seven marks	$2.30	$2.39
13	Hash Mark with eight marks	$3.80	$3.95
14	Maltese emblem (gold & silver)	$0.55	$0.57
15	Men’s Necktie – 3” x 18” clip-on	$4.00	$4.16
16	Men’s Necktie – 3” x 20” clip-on	$4.00	$4.16
17	Men’s Necktie – 3” x 57” w/buttonholes	$4.00	$4.16
18	Men’s Necktie – 3” x 61” w/buttonholes	$4.00	$4.16
19	Women’s Necktie – Crossover w/ covered snap	$4.00	$4.16
20	Men’s Long Sleeve Security Shirt all sizes through 18 ½	$34.15	$35.52
21	Men’s Long Sleeve Security Shirt Size 19 - 19 ½	$34.15	$35.52
22	Men’s Long Sleeve Security Shirt size 20 and up	$34.15	$35.52
23	Men’s Short Sleeve Security Shirt all sizes through 18 ½	$31.50	$32.76
24	Men’s Short Sleeve Security Shirt sizes 19 through 19 ½	$31.50	$32.76
25	Men’s Short Sleeve Security Shirt size 20 and up	$31.50	$32.76
26	Women’s Long Sleeve Security Shirt XS through X-Large	$34.50	$35.88
27	Women’s Long Sleeve Security Shirt XX-Large	$34.50	$35.88
28	Women’s Long Sleeve Security Shirt XS through X-Large	$31.50	$32.76
29	Women’s Long Sleeve Security Shirt XX-Large	$31.50	$32.76
30	Men’s Dress Uniform Pant (Not Class A) all sizes through 42	$59.00	$61.36
31	Men’s Dress Uniform Pant (Not Class A) sizes 44 through 46	$59.00	$61.36

32	Men’s Dress Uniform Pant (Not Class A) sizes 48 and up	$59.00	$61.36
33	Women’s Dress Uniform Pant (Not Class A) all sizes through 18	$59.00	$61.36
34	Women’s Dress Uniform Pant (Not Class A) sizes 20 and 22	$59.00	$61.36
35	Women’s Dress Uniform Pant (Not Class A) sizes 24 and up	$59.00	$61.36
36	Men's Class A Uniform Dress Pant all sizes through 42	$69.00	$71.76
37	Men's Class A Uniform Dress Pant sizes 44 through 46	$69.00	$71.76
38	Men's Class A Uniform Dress Pant sizes 48 and up	$69.00	$71.76
39	Women's Class A Uniform Dress Pant all sizes through 18	$69.00	$71.76
40	Women's Class A Uniform Dress Pant sizes 20 and 22	$69.00	$71.76
41	Women's Class A Uniform Dress Pant sizes 24 and up	$69.00	$71.76
42	Women's Class A Uniform Dress Skirt all sizes through 18	$45.00	$46.80
43	Women's Class A Uniform Dress Skirt sizes 20 and 22	$45.00	$46.80
44	Men's Class A Uniform Dress Coat all sizes through 46	$225.00	$234.00
45	Men's Class A Uniform Dress Coat sizes 48 and up	$225.00	$234.00
46	Women's Class A Uniform Dress Coat all sizes through 18	$325.00	$338.00
47	Women's Class A Uniform Dress Coat sizes 20 and 22	$325.00	$338.00
48	Men’s Tru Spec 1187/1192 all sizes through 42	$34.00	$35.36
49	Men’s Tru Spec 1187/1192 sizes 44 and 50	$37.50	$39.00
50	Men’s Tru Spec 1187/1192 sizes 50 and up	$37.50	$39.00
51	Men’s Work Pant – 65/35 Twill Blend all sizes through 42	$24.50	$25.48
52	Men’s Work Pant – 65/35 Twill Blend sizes 44 and 46	$24.50	$25.48
53	Men’s Work Pant – 65/35 Twill Blend sizes 48 and up	$24.50	$25.48
54	Women’s Work Pant – 65/35 Twill Blend all sizes through 18	$32.50	$33.80
55	Women’s Work Pant – 65/35 Twill Blend sizes 20 and 22	$32.50	$33.80
56	Women’s Work Pant – 65/35 Twill Blend size 24 and up	$43.00	$44.72
57	Convertible Jacket with Nametape all sizes through XL	$62.00	$64.48
58	Convertible Jacket with Nametape size XXL	$62.00	$64.48
59	Convertible Jacket with Nametape size XXXL	$65.00	$67.60
60	Convertible Jacket with Nametape size XXXXL and up	$65.00	$67.60
61	Convertible Jacket with Nametape size XXXXXL	$65.00	$67.60
62	Sweater with options (epaulets with Velcro closure, badge tab, name patch) all sizes through XXL	$58.50	$60.84
63	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXL	$58.50	$60.84
64	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXXL and up	$58.50	$60.84
65	Sweater without options all sizes through XXL	$50.00	$52.00
66	Sweater without options size XXXL	$50.00	$52.00
67	Sweater without options size XXXXL and up	$50.00	$52.00
68	Formal Dress Cap w/Cushion sweatband XSM-XXXL	$65.00	$67.60
69	Non-Formal Ball Cap Mesh SM/Med or L/XL	$14.25	$14.82
70	Non-Formal Ball Cap Twill adjustable	$10.00	$10.40
71	Short Sleeve Maintenance Work Shirts all sizes through XXL	$18.50	$19.24
72	Short Sleeve Maintenance Work Shirts size XXXL	$19.50	$20.28
73	Short Sleeve Maintenance Work Shirts size XXXXL and up	$19.50	$20.28

74	Long Sleeve Maintenance Work Shirts all sizes through XXL	$20.58	$21.40
75	Long Sleeve Maintenance Work Shirts size XXXL	$22.00	$22.88
76	Long Sleeve Maintenance Work Shirts size XXXXL and up	$22.00	$22.88
77	Maintenance Winter Work Jacket all sizes through XL	$38.00	$39.52
78	Maintenance Winter Work Jacket size XXL and up	$38.00	$39.52
79	Golf Shirt – Jerzees 437M all sizes through XXL	$17.00	$17.68
80	Golf Shirt – Jerzees 437M XXXL through XXXXL	$18.50	$19.24
81	Hi Vis SS Polo-Blauer all sizes through XL	$65.00	$67.60
82	Hi Vis SS Polo-Blauer size XXL	$79.00	$82.16
83	Blauer Pants with zip off legs 8822z all sizes through 42	$79.00	$82.16
84	Blauer Pants with zip off legs 8822z sizes 44 and 46	$90.00	$93.60
85	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 all sizes through 42	$34.00	$35.36
86	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 44 and 46	$36.00	$37.44
87	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 48 and up	$38.00	$39.52
88	Tee Shirt - Short Sleeve – Port & Co PC380 all sizes through XL	$3.90	$4.06
89	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXL – XXXL	$6.10	$6.34
90	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXXXL	$6.73	$7.00
93	Honor Guard Oxford Style Shoe	$47.00	$48.88
94	Polo / Golf Shirt - Short Sleeve K455 all sizes through XL	$26.75	$27.82
95	Polo / Golf Shirt - Short Sleeve K455 sizes XXL – XXXXL	$29.00	$30.16
96	Polo / Golf Shirt - Long Sleeve TL K455LS sizes LT - 2 XLT	$30.00	$31.20
97	Polo / Golf Shirt - Long Sleeve TLK455LS sizes 3XLT –4XLT	$31.75	$33.02
98	Polo / Golf Shirt - Long Sleeve K455LS all sizes through XL	$29.25	$30.42
99	Polo / Golf Shirt - Long Sleeve K455 sizes XXL – XXXXL	$31.00	$32.24
100	Polo / Golf Shirt - Short Sleeve TLK500LS sizes LT - 2XLT	$25.75	$26.78
101	Polo / Golf Shirt - Short Sleeve TLK500LS sizes 3XLT - 4XLT	$32.00	$33.28
102	Tee Shirts - Short Sleeve 5280 all sizes through XL	$6.00	$6.24
103	Tee Shirts - Short Sleeve 5280 size XXL	$6.00	$6.24
104	Tee Shirts - Short Sleeve 5280 size XXXL	$6.00	$6.24
105	Tee Shirts - Short Sleeve 5280 size XXXXL and up	$6.00	$6.24
106	Tee Shirts - Short Sleeve 518T sizes LT - 2XLT	$6.00	$6.24
107	Tee Shirts - Short Sleeve 518T sizes3XLT - 4XLT	$6.00	$6.24
108	Tee Shirts - Short Sleeve N6210 all sizes through XL	$6.50	$6.76
109	Tee Shirts - Short Sleeve N6210 size XXL	$6.50	$6.76
110	Tee Shirts - Short Sleeve N6210 size XXXL	$6.50	$6.76
111	Tee Shirts - Short Sleeve N6210 size XXXXL and up	$6.50	$6.76
112	Tee Shirts - Long Sleeve 5186 all sizes through XL	$8.00	$8.32
113	Tee Shirts - Long Sleeve 5186 size XXL	$8.00	$8.32
114	Tee Shirts - Long Sleeve 5186 size XXXL	$8.00	$8.32
115	Tee Shirts - Long Sleeve 5186 size XXXXL and up	$8.00	$8.32
116	Tee Shirts - Long Sleeve PC61LST sizes LT - 2XLT	$8.00	$8.32
117	Tee Shirts - Long Sleeve PC61LST sizes 3XLT - 4XLT	$8.00	$8.32
118	Tee Shirts - Long Sleeve PC55LS all sizes through XL	$10.00	$10.40
119	Tee Shirts - Long Sleeve PC55LS size XXL	$10.00	$10.40

120	Tee Shirts - Long Sleeve PC55LS size XXXL	$10.00	$10.40
121	Tee Shirts - Long Sleeve PC55LS size XXXXL and up	$10.00	$10.40
122	Sweatshirts all sizes through XL	$10.00	$10.40
123	Sweatshirt's size XXL	$10.00	$10.40
124	Sweatshirt's size XXXL	$10.00	$10.40
125	Sweatshirts size XXXXL and up	$10.00	$10.40
126	Sweatpants all sizes through XL	$12.00	$12.48
127	Sweatpants size XXL	$12.00	$12.48
128	Sweatpants size XXXL	$12.00	$12.48
129	Sweatpants size PC90P XXXXL and up	$12.00	$12.48
130	Mesh Gym Shorts w/pockets all sizes through XL	$17.00	$17.68
131	Mesh Gym Shorts w/pockets size XXL	$17.00	$17.68
132	Mesh Gym Shorts w/pockets size XXXL	$17.00	$17.68
133	Hourly Alteration Fee	$0.00	$0.00
134	Blackinton B96 in Gold	$51.72	$53.79
135	Blackinton B96 in Silver	$44.00	$45.76
136	Blackinton B2647IN - Honor Guard – Gold	$67.00	$69.68
137	1 Bugle, Blackinton A2876 – Gold	$9.00	$9.36
138	2 Bugles side by side, Blackinton A2875 – Gold	$9.00	$9.36
139	2 Bugles crossed, Blackinton A2874 – Gold	$9.00	$9.36
140	3 Bugles crossed, Blackinton A2873 – Gold	$9.00	$9.36
141	4 Bugles crossed, Blackinton A4280 – Gold	$9.00	$9.36
142	5 Bugles crossed, Blackinton A2871 – Gold	$9.00	$9.36
143	Blackinton A4216 – Engineer – Rhodium	$9.00	$9.36
144	Blackinton A2886 – Firefighter - Rhodium	$9.00	$9.36
145	Blackinton A5598 - Paramedic 3/16" Cutout Plain – Silver	$9.00	$9.36
146	O.C. – ½" Die Stock - Silver	$9.00	$9.36
147	F.D. – ½" Die Stock - Silver	$9.00	$9.36
148	O.C. – ½" Die Stock - Gold	$9.00	$9.36
149	F.D. – ½" Die Stock – Gold	$9.00	$9.36
150	O.F.M. – 5/16" Die Stock – Gold & Silver	$10.00	$10.40
151	Blackinton A2327 Firefighter – Silver	$16.75	$17.42
152	Blackinton A6864 Engineer – Silver	$20.50	$21.32
153	Blackinton A2912 Lieutenant – Gold	$17.00	$17.68
154	Blackinton A175 Captain – Gold	$17.00	$17.68
155	Blackinton A2911 Battalion Chief – Gold	$17.00	$17.68
156	Blackinton A2910 Assistant Chief – Gold	$17.00	$17.68
157	Blackinton B803 Division Chief - Gold - State of Florida Seal	$52.00	$54.08
158	Blackinton B803 Deputy Chief - Gold - State of Florida Seal	$52.00	$54.08
159	Blackinton B803 Fire Chief - Gold - State of Florida Seal	$52.00	$54.08
160	Blackinton A28889 Communication - Gold & Silver	$11.00	$11.44
161	Blackinton B803 - Honor Guard - Gold- Firefighter Scramble Seal	$52.00	$54.08
162	Snake Style Hat Band – Gold	$11.00	$11.44
163	Snake Style Hat Band – Silver	$10.00	$10.40

164	Hat Button – Gold	$1.00	$1.04
165	Hat Button – Silver	$0.80	$0.83
166	Oxford Style Shoe – Thorogood	$112.00	$116.48
167	Honor Guard Oxford Style Shoe –Bates	$93.95	$97.71
168	5.11 Company Boot 2.0	$80.00	$83.20
170	Reebok Tactical Oxford Shoe	$70.00	$72.80
171	Reebok Sublite Tactical Boot	$82.00	$85.28
172	Ridge 8” Momentum Boot	$90.00	$93.60
173	Thorogood 8” Side Zipper Work Boot	$96.00	$99.84
175	Haix Airpower R2	$272.00	$282.88
176	Haix Airpower XR1	$300.00	$312.00
177	Haix Airpower XR2	$285.00	$296.40
178	Thorogood 10” Softstreets Station Boot	$120.00	$124.80
179	Expedited Shipping Fee at cost	$1.00	$1.00
180	SW849 72321-720	$44.00	$45.76
181	SW849 72321-720	$48.00	$49.92
182	SW849 72321-720	$52.00	$54.08
183	SW849 72321-720	$52.00	$54.08
184	SW849 72321-720	$52.00	$54.08
185	SW849 72321-720	$52.00	$54.08
186	SW849 72321-720	$52.00	$54.08
187	SW849 72321-720	$52.00	$54.08
188	ES18546	$9.00	$9.36
189	OCFRD Text Back EY11365	$5.00	$5.20
190	2 Line Chest Emb PEC02	$4.00	$4.16
191	American Flag UA155	$1.00	$1.04
192	HW768B NAV	$11.35	$11.80
193	ST112B	$19.60	$20.38
194	ST112B	$22.00	$22.88
195	ST112B	$24.00	$24.96
196	ST112B	$25.00	$26.00
197	TJ361 DKNV	$30.00	$31.20
198	TR1275 dknv	$30.00	$31.20
199	FX867 Reebok	$68.50	$71.24
200	FT977 RB1062	$76.67	$79.74
201	FW797 RB8674	$90.00	$93.60
202	FW798 RB864	$90.00	$93.60
203	SP526 Bates	$84.00	$87.36
204	FT2055 W10694	$71.00	$73.84
207	SP249	$58.27	$60.60
208	FW078	$102.00	$106.08
209	FW077	$102.00	$106.08
210	SP143	$115.20	$119.81
211	FT1662	$112.80	$117.31

212	UA3102N RG SF 7277 A 10 - 1 1/2 UNAPP	$4.10	$4.26
213	LA118WP Galls	$3.50	$3.64
214	LA100WP	$10.00	$10.40
215	RW703	$7.95	$8.27
216	LA114WP Galls	$25.00	$26.00
217	LA120WP Galls	$12.95	$13.47
218	LA120WP Galls	$12.95	$13.47
219	LA122WP Galls	$12.95	$13.47
220	LA121WP Galls	$17.00	$17.68
221	LA127WP Galls	$14.00	$14.56
222	LA128WP Galls	$12.95	$13.47
223	LA118WP	$3.50	$3.64
224	LA129WP Galls	$12.95	$13.47
225	HW3912 Keystone Uniforms Cap R8-B	$123.00	$127.92
226	HW3911 Keystone Uniforms Cap R8-B	$123.00	$127.92
227	HW3910 Keystone Uniforms Cap R8-B	$123.00	$127.92
228	HW3909 Keystone Uniforms Cap R8-B	$123.00	$127.92
229	UW181	$1.85	$1.92
230	ST136 Propper	$32.95	$34.27
231	FT1016 Bates - Wolverine Worldwide E03180	$76.25	$79.30
232	FT2874 Bates - Wolverine Worldwide E03580	$76.25	$79.30

The total amount of the contract is changed from $2,770,807 to $2,881,639.38, an increase of $110,832.28, and all other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS, LLC
1340 Russell Cave Road
Lexington, KY 40505

By: _____

Print Name: Mike Fadden

Title: Chief Executive Officer

Date: 11/11/2022

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

_____

Contract Agent

Procurement Division

Date: 11/14/2022

AMENDMENT NO. 4
CONTRACT NO. Y20-1047, FIR RESCUE APPAREL

EFFECTIVE DATE: May 5, 2022

By mutual agreement, the subject contract is changed as follows:

1. ADDITIONS
    a. Line No. 212, Replacement Name Strip for winter jacket, UA3102N, is hereby added to the contract at a unit price of $4.10 each.

    b. Line No. 213, Remove/Replace Patch on garments, LA118WP, is hereby added to the contract at a unit price of $3.50 each.

    c. Line No. 214, Affix FD Buttons to outer wear garments, silver or gold, LA100WP, is hereby added to the contract at a unit price of $10.00 each.

    d. Line No. 215, Maternity Panels, RW703, is hereby added to the contract at a unit price of $7.95 each.

    e. Line No. 216, Affix Maternity Panels, LA114WP, is hereby added to the contract at a unit price of $25.00 each.

    f. Line No. 217, Seat Adjustments, LA120WP, is hereby added to the contract at a unit price of $12.95 each.

    g. Line No. 218, Lift or Lower Belt, LA120WP, is hereby added to the contract at a unit price of $12.95 each.

    h. Line No. 219, Lift Crotch, LA122WP, is hereby added to the contract at a unit price of $12.95 each.

    i. Line No. 220, Taper Legs, LA121WP, is hereby added to the contract at a unit price of $17.00 each.

    j. Line No. 221, Taper Long Sleeve Shirts/Jackets/Blazers, LA127WP, is hereby added to the contract at a unit price of $14.00 each.

    k. Line No. 222, Taper Short Sleeves, LA128WP, is hereby added to the contract at a unit price of $12.95 each.

    l. Line No. 223, Remove/Replace Hashmarks on Long Sleeves, LA118WP, is hereby added to the contract at a unit price of $3.50 each.

    m. Line No. 224, Shorten Sleeves All Garments, LA129WP, is hereby added to the contract at a unit price of $12.95 each.

n. Line No. 225, Assistant Chief Class A Dress Hat Velveteen Bell V8137 PG Visor, Gold Lace, Gold FD Buttons, Sentry Adj., HW3912, is hereby added to the contract at a unit price of $123.00 each.

o. Line No. 226, Division Chief Class A Dress Hat Velveteen Bell Naval Visor, Gold Lace, Gold FD Buttons, Sentry Adj., HW3911, is hereby added to the contract at a unit price of $123.00 each.

p. Line No. 227, Deputy Chief Class A Dress Hat Velveteen Bell Army Visor, Gold Lace, Gold FD Buttons, Sentry Adj., HW3910, is hereby added to the contract at a unit price of $123.00 each.

q. Line No. 228, Fire Chief Class A Dress Hat Velveteen Bell Admiral Visor, Gold Lace, Gold FD Buttons, Sentry Adj., HW3909, is hereby added to the contract at a unit price of $123.00 each.

r. Line No. 229, FD Buttons Sold in Singles, UW181, is hereby added to the contract at a unit price of $1.85 each.

s. Line No. 230, Popper I.C.E. Performance Polo ST136, including colors white, black, or red, is hereby added to the contract at a unit price of $32.95 each.

t. Line No. 231, Bates Men's Tactical Sport 2 Tall Boot, FT1016, is hereby added to the contract at a unit price of $76.25 each.

u. Line No. 232, Bates Women's Tactical Sport 2 Tall Boot, FT2874, is hereby added to the contract at a unit price of $76.25 each.

2. DELETIONS

v. Line No. 91, Golf Shirt Ultra Club Cool Polo 8210 sizes through XL, is hereby deleted from the contract at a unit price of $29.95 each.

w. Line No. 92, Golf Shirt Ultra Club Cool Polo 8210 sizes XXL through 4XL, is hereby deleted from the contract at a unit price of $32.95 each.

x. Line No. 205, Bates Men's Ultra Lite Zipper Boot, SP403, is hereby deleted from the contract at a unit price of $66.25 each.

y. Line No. 206, Bates Women's Ultra Lite Zipper Boot, SP404, is hereby deleted to the contract at a unit price of $66.25 each.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

By: _____

Print Name: Mike Fadden, CEO

Title: CEO

Date: 5/18/2022

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

_____

Kathy Saldutti, Contract Agent

Procurement Division

Date: 5/24/2022

AMENDMENT NO. 3
CONTRACT NO. Y20-1047, FIRE RESCUE APPAREL

EFFECTIVE DATE: July 12, 2021

By mutual agreement, the subject contract is changed as follows:

1. ADDITIONS
    a. Line No. 199, Reebok Alloy Toe Athletic Shoe, FX867, is hereby added to the contract at a unit price of $68.50 each.

    b. Line No. 200, Reebok Comp Toe Athletic Oxford Shoe, FT977, is hereby added to the contract at a unit price of $76.67 each.

    c. Line No. 201, Men's Reebok 6in Side Zip Comp Toe Quarter Shoe FW797, is hereby added to the contract at a unit price of $90.00 each.

    d. Line No. 202, Women's Reebok 6in Side Zip Comp Toe Quarter Shoe FW798, is hereby added to the contract at a unit price of $90.00 each.

    e. Line No. 203, Bates 8 Safety Toe Side Zip Shoe SP526, is hereby added to the contract at a unit price of $84.00 each.

    f. Line No. 204, Men's Floorhand Waterproof Steel-Toe 6" work boot Wolverine Safety Shoe FT2055, is hereby added to the contract at a unit price of $71.00 each.

    g. Line No. 205, Bates Ultra Lite Zipper Boot SP403, is hereby added to the contract at a unit price of $66.25 each.

    h. Line No. 206, Bates WMS 8in Ultra Lite Zipper Boot SP404, is hereby added to the contract at a unit price of $66.25 each.

    i. Line No. 207, Men's Thorogood Slip on ASR Ultra-light work Shoe SP249, is hereby added to the contract at a unit price of $58.27 each.

    j. Line No. 208, Men's Thorogood Code 3 Shoe FW078, is hereby added to the contract at a unit price of $102.00 each.

    k. Line No. 209, Women's Thorogood Code 3 Oxford Shoe FW077, is hereby added to the contract at a unit price of $102.00 each.

    l. Line No. 210, Women's Thorogood Oxford Shoe SP143, is hereby added to the contract at a unit price of $115.20 each.

    m. Line No. 211, Men's Thorogood Oxford Moc. Toe Shoe FT1662, is hereby added to the contract at a unit price of $112.80 each.

2. DELETIONS

n. Line No. 169, Belleville High Shine Zip Boot #TR908Z, is hereby deleted from the contract at a unit price of $72.00 each.

o. Line No. 174, Bates Raide Waterproof Side Zip #E05148, is hereby deleted to the contract at a unit price of $95.00 each.

All other terms, conditions and prices remain unchanged. The contract total amount remains unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC **1340 RUSSELL CAVE RD** **LEXINGTON, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By: _____	_____
Print Name: David Scheve	Perry Davis, Contract Supervisor
Title: CFO	Procurement Division
Date: 7/27/2021	Date: 8/2/2021

AMENDMENT NO. 2
CONTRACT NO. Y20-1047, FIR RESCUE APPAREL

EFFECTIVE DATE: December 18, 2020

By mutual agreement, the subject contract is changed as follows:

1. ADDITIONS
   a. Line No. 192, Watch Cap Lawpro Premium HW768B NAV, straight ½" ballcap back embroidery is hereby added to the contract at a unit price of $11.35 each.

   b. Line No. 193, Port Authority ST112B Polo, size XS-XL is hereby added to the contract at a unit price of $19.60 each.

   c. Line No. 194, Port Authority ST112B Polo, size 2XL is hereby added to the contract at a unit price of $22.00 each.

   d. Line No. 195, Port Authority ST112B Polo, size, size 3XL is hereby added to the contract at a unit price of $24.00 each.

   e. Line No. 196, Port Authority ST112B Polo, size 4XL is hereby added to the contract at a unit price of $25.00 each.

   f. Line No. 197, 5.11 Fast Tac Urban Pant Men's TJ361 DKNV, sizes 28-54 is hereby added to the contract at a unit price of $30.00 each.

   g. Line No. 198, 5.11 Fast Tac Urban Pants Women's TR1275 DKNV, size sizes 2-20 is hereby added to the contract at a unit price of $30.00 each.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC **1340 RUSSELL CAVE RD** **LEXINGTON, KY 40505**	**BOARD OF COUNTY COMMISSIONERS** **ORANGE COUNTY, FLORIDA**
By: _____	_____ Procurement Manager
Print Name: David Scheve	Zulay Millan, Assistant Manager
Title: Chief Financial Officer	Procurement Division
Date: 12/17/2020	Date: 12/28/2020

AMENDMENT NO. 1
CONTRACT NO. Y20-1047, FIR RESCUE APPAREL

EFFECTIVE DATE: December 14, 2020

By mutual agreement, the subject contract is changed as follows:

1. ADDITIONS
    a. Line No. 180, SW849, FNAV 511 Job Shirt, size XS-2XL is hereby added to the contract at a unit price of $44.00 each.

    b. Line No. 181, SW849, FNAV 511 Job Shirt, size 3XL is hereby added to the contract at a unit price of $48.00 each.

    c. Line No. 182, SW849, FNAV 511 Job Shirt, size LG/LNG is hereby added to the contract at a unit price of $52.00 each.

    d. Line No. 183, SW849, FNAV 511 Job Shirt, size XL/LNG is hereby added to the contract at a unit price of $52.00 each.

    e. Line No. 184, SW849, FNAV 511 Job Shirt, size 2XL/LNG is hereby added to the contract at a unit price of $52.00 each.

    f. Line No. 185, SW849, FNAV 511 Job Shirt, size 3XL/LNG is hereby added to the contract at a unit price of $52.00 each.

    g. Line No. 186, SW849, FNAV 511 Job Shirt, size 4XL/LNG is hereby added to the contract at a unit price of $52.00 each.

    h. Line No. 187, SW849, FNAV 511 Job Shirt, size 5XL/LNG is hereby added to the contract at a unit price of $52.00 each.

    i. Line No. 188, ES18546, Maltese Logo is hereby added to the contract at a unit price of $9.00 each.

    j. Line No. 189, OCFRD Text Back is hereby added to the contract at a unit price of $5.00 each.

    k. Line No. 190, 2 Line Chest Embroidery is hereby added to the contract at a unit price of $4.00 each.

    l. Line No. 191, American Flag is hereby added to the contract at a unit price of $1.00 each.

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

GALLS LLC
1340 RUSSELL CAVE RD
LEXINGTON, KY 40505

By: _____

Print Name: David Scheve

Title: CFO

Date: 12/11/2020

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

_____
Z. Willaford P.D.

Perry Davis, Contract Supervisor

Procurement Division

Date: 12/14/2020

CONTRACT NO. Y20-1047
FIRE RESCUE APPAREL

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Upon award of the contract the County may remit a pre-payment of $400,000.00 to maintain a supply of commonly ordered goods. The value of goods received and accepted for each month shall be deducted from the County's pre-payment. When the pre-payment is depleted by 75% the contractor shall provide a reconciliation for all goods ordered, delivered and accepted by the County.

   B. The County shall remit payment for the value of goods received and accepted and services rendered in accordance with the bid response form pricing by the submission of a properly executed invoice. Payment will be made to either establish a balance of $0 or true-up expenses with the County's pre-payment must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fire Rescue Supply
400 South Gaston Foster Rd.
Orlando, FL 32807
Phone (407) 254-7774

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1047, FIRE RESCUE APPAREL**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Galls, LLC
(COMPANY NAME)

BY: _____ (Authorized Signatory

David Scheve (Name)

Chief Financial Officer (Title)

DATE: 6/8/2020

NOTICES: 1340 Russell Cave Road (Address)

(Address)

Lexington, KY 40505 (City, State Zip)

859-800-1402 (Phone)

Rose-Lindsay@galls.com (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1047, FIRE RESCUE APPAREL - Term Contract**.

B. This contract is effective **December 1, 2020,** and shall remain in effect through **November 30, 2022.**

C. The estimated contract award for the initial term of the contract is

$2,770,807.10

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

F. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: 10/13/2020

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

REVISED BID RESPONSE FORM
IFB #Y20-1047-KB

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	PATCHES						
1	O.C.F.R.D. Patch	5000	ea.	x	$ 0.70 /ea.	=	$ 3,500.00
2	Explorer Patch	500	ea.	x	$ 1.40 /ea.	=	$ 700.00
3	Paramedic Patch	2000	ea.	x	$ 1.10 /ea.	=	$ 2,200.00
4	EMT Patch	2000	ea.	x	$ 1.10 /ea.	=	$ 2,200.00
5	Metallic 1/2” Sleeve Band (gold & silver)	300	ea.	x	$ 1.58 /ea.	=	$ 474.00
6	Hash Mark with one mark	300	ea.	x	$ 1.58 /ea.	=	$ 474.00
7	Hash Mark with two marks	300	ea.	x	$ 1.77 /ea.	=	$ 354.00
8	Hash Mark with three marks	200	ea.	x	$ 1.77 /ea.	=	$ 354.00
9	Hash Mark with four marks	200	ea.	x	$ 1.77 /ea.	=	$ 354.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
10	Hash Mark with five marks	200	ea.	x	$ 1.77 /ea.	=	$ 354.00
11	Hash Mark with six marks	100	ea.	x	$ 2.30 /ea.	=	$ 230.00
12	Hash Mark with seven marks	100	ea.	x	$ 2.30 /ea.	=	$ 230.00
13	Hash Mark with eight marks	25	ea.	x	$ 3.80 /ea.	=	$ 95.00
14	Maltese emblem (gold & silver)	300	ea.	x	$ 0.55 /ea.	=	$ 165.00
	NECK TIE						
15	Men's Neck Tie – 3" x 18" clip-on Samuel Broome #90001 Manufacture/Model #	100	ea.	x	$ 4.00 /ea.	=	$ 400.00
16	Men's Neck Tie – 3" x 20" clip-on Samuel Broome #90019 Manufacture/Model #	125	ea.	x	$ 4.00 /ea.	=	$ 500.00
17	Men's Neck Tie – 3" x 57" w/button holes Samuel Broome #90078 Manufacture/Model #	300	ea.	x	$ 4.00 /ea.	=	$ 1,200.00

Company Name Galls, LLC

ITEM	ESTIMATED ANNUAL	UNIT	EXTENDED

NO.	DESCRIPTION	QUANTITY			PRICE		PRICE
18	Men's Neck Tie – 3" x 61" w/button holes Samuel Broome #90099 Manufacture/Model #	400	ea.	x	$ 4.00 /ea.	=	$ 1,600.00
19	Women's Neck Tie – Crossover w/ covered snap Samuel Broome #90156 Manufacture/Model #	100	ea.	x	$ 4.00 /ea.	=	$ 400.00
	SECURITY STYLE SHIRT						
20	Men's Long Sleeve Security Shirt all sizes through 18 ½ Horace Small #HS1114 Manufacture/Model #	600	ea.	x	$ 34.15 /ea.	=	$ 20,490.00
21	Men's Long Sleeve Security Shirt Size 19 - 19 ½ Horace Small #HS1114 Manufacture/Model #	200	ea.	x	$ 34.15 /ea.	=	$ 6,830.00
22	Men's Long Sleeve Security Shirt size 20 and up Horace Small #HS1114 Manufacture/Model #	20	ea.	x	$ 34.15 /ea.	=	$ 683.00
23	Men's Short Sleeve Security Shirt all sizes through 18 ½ Horace Small #HS1210 Manufacture/Model #	1200	ea.	x	$ 31.50 /ea.	=	$ 37,800.00

Company Name_____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

24	Men's Short Sleeve Security Shirt sizes 19 through 19 ½ Horace Small #HS1210 Manufacture/Model #	300	ea.	x	$ 31.50 /ea.	=	$ 9,450.00
25	Men's Short Sleeve Security Shirt size 20 and up Horace Small #HS1210 Manufacture/Model #	100	ea.	x	$ 31.50 /ea.	=	$ 3,150.00
26	Women's Long Sleeve Security Shirt XS through X-Large Horace Small #HS1167 Manufacture/Model #	200	ea.	x	$ 34.50 /ea.	=	$ 6,900.00
27	Women's Long Sleeve Security Shirt XX-Large Horace Small #HS1167 Manufacture/Model #	50	ea.	x	$ 34.50 /ea.	=	$ 1,725.00
28	Women's Short Sleeve Security Shirt XS through X-Large Horace Small #HS1268 Manufacture/Model #	300	ea.	x	$ 31.50 /ea.	=	$ 9,450.00
29	Women's Short Sleeve Security Shirt XX-Large Horace Small #HS1268 Manufacture/Model #	100	ea.	x	$ 31.50 /ea.	=	$ 3,150.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	WORK DRESS UNIFORM PANT (Not Class A)						
30	Men's Dress Uniform Pant (Not Class A) all sizes through 42 Horace Small #HS2331	300	ea.	x	$ 59.00 /ea.	=	$ 17,700.00

	Manufacture/Model #						
31	Men's Dress Uniform Pant (Not Class A) sizes 44 through 46 Horace Small #2331 Manufacture/Model #	100	ea.	x	$ 59.00 /ea.	=	$ 5,900.00
32	Men's Dress Uniform Pant (Not Class A) sizes 48 and up Horace Small #2331 Manufacture/Model #	50	ea.	x	$ 59.00 /ea.	=	$ 2,950.00
33	Women's Dress Uniform Pant (Not Class A) all sizes through 18 Horace Small #HS2432 Manufacture/Model #	100	ea.	x	$ 59.00 /ea.	=	$ 5,900.00
34	Women's Dress Uniform Pant (Not Class A) sizes 20 and 22 Horace Small #HS2432 Manufacture/Model #	50	ea.	x	$ 59.00 /ea.	=	$ 2,950.00
35	Women's Dress Uniform Pant (Not Class A) sizes 24 and up Horace Small #HS2432 Manufacture/Model #	20	ea.	x	$ 59.00 /ea.	=	$ 1,180.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	CLASS A UNIFORM DRESS PANTS, SKIRT AND COAT						
36	Men's Class A Uniform Dress Pant all sizes through 42 Flying Cross #32278 Manufacture/Model #	300	ea.	x	$ 69.00 /ea.	=	$ 20,700.00

37	Men's Class A Uniform Dress Pant sizes 44 through 46 Flying Cross #32278 Manufacture/Model #	50	ea.	x	$ 69.00 /ea.	=	$ 3,450.00
38	Men's Class A Uniform Dress Pant sizes 48 and up Flying Cross #32278 Manufacture/Model #	15	ea.	x	$ 69.00 /ea.	=	$ 1,035.00
39	Women's Class A Uniform Dress Pant all sizes through 18 Flying Cross #35291 Manufacture/Model #	20	ea.	x	$ 69.00 /ea.	=	$ 1,380.00
40	Women's Class A Uniform Dress Pant sizes 20 and 22 Flying Cross #35291 Manufacture/Model #	10	ea.	x	$ 69.00 /ea.	=	$ 690.00
41	Women's Class A Uniform Dress Pant sizes 24 and up Flying Cross #35291 Manufacture/Model #	10	ea.	x	$ 69.00 /ea.	=	$ 690.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
42	Women's Class A Uniform Dress Skirt all sizes through 18 Flying Cross #38033 Manufacture/Model #	10	ea.	x	$ 45.00 /ea.	=	$ 450.00
43	Women's Class A Uniform Dress Skirt sizes 20 and 22 Flying Cross #38033 Manufacture/Model #	10	ea.	x	$ 45.00 /ea.	=	$ 450.00
44	Men's Class A Uniform Dress Coat all sizes through 46	200	ea.	x	$ 225.00 /ea.	=	$ 45,000.00

	Flying Cross #34892 Manufacture/Model #						
45	Men's Class A Uniform Dress Coat sizes 48 and up Flying Cross #34892 Manufacture/Model #	50	ea.	x	$ 225.00 /ea.	=	$ 11,250.00
46	Women's Class A Uniform Dress Coat all sizes through 18 #4800 SDC Manufacture/Model #	30	ea.	x	$ 325.00 /ea.	=	$ 9,750.00
47	Women's Class A Uniform Dress Coat sizes 20 and 22 #4800 SDC Manufacture/Model #	10	ea.	x	$ 325.00 /ea.	=	$ 3,250.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	TRU SPEC DRESS PANTS						
48	Men's/Women's Tru Spec 1187/1192 all sizes through 42 Tru-Spec #1187/1192 Manufacture/Model #	3000	ea.	x	$ 34.00 /ea.	=	$ 102,000.00
49	Men's/Women's Tru Spec 1187/1192 sizes 44 and 50 Tru-Spec #1187/1192 Manufacture/Model #	300	ea.	x	$ 37.50 /ea.	=	$ 11,250.00
50	Men's Tru Spec 1187/1192 sizes 50 and up Tru-Spec #1187/1192 Manufacture/Model #	50	ea.	x	$ 37.50 /ea.	=	$ 1,875.00

	WORK PANT						
51	Men's Work Pant – 65/35 Twill Blend all sizes through 42 Horace Small #HS2361 Manufacture/Model #	1500	ea.	x	$ 24.50 /ea.	=	$ 36,750.00
52	Men's Work Pant – 65/35 Twill Blend sizes 44 and 46 Horace Small #HS2361 Manufacture/Model #	200	ea.	x	$ 24.50 /ea.	=	$ 4,900.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
53	Men's Work Pant – 65/35 Twill Blend sizes 48 and up Horace Small #HS2361 Manufacture/Model #	50	ea.	x	$ 24.50 /ea.	=	$ 1,225.00
54	Women's Work Pant – 65/35 Twill Blend all sizes through 18 Horace Small #HS2434 Manufacture/Model #	200	ea.	x	$ 32.50 /ea.	=	$ 6,500.00
55	Women's Work Pant – 65/35 Twill Blend sizes 20 and 22 Horace Small #HS2434 Manufacture/Model #	50	ea.	x	$ 32.50 /ea.	=	$ 1,625.00
56	Women's Work Pant – 65/35 Twill Blend size 24 and up Horace Small #HS2434 Manufacture/Model #	30	ea.	x	$ 43.00 /ea.	=	$ 1,290.00

	CONVERTIBLE JACKET with NAMETAPE						
57	Convertible Jacket with Nametape all sizes through XL Frontline #F1003BK Manufacture/Model #	350	ea.	x	$ 62.00 /ea.	=	$ 21,700.00
58	Convertible Jacket with Nametape size XXL Frontline #F1003BK Manufacture/Model #	150	ea.	x	$ 62.00 /ea.	=	$ 9,300.00

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
59	Convertible Jacket with Nametape size XXXL Frontline #F1003BK Manufacture/Model #	50	ea.	x	$ 65.00 /ea.	=	$ 3,250.00
60	Convertible Jacket with Nametape size XXXXL and up Frontline #F1003BK Manufacture/Model #	20	ea.	x	$ 65.00 /ea.	=	$ 1,300.00
61	Convertible Jacket with Nametape size XXXXXL Frontline #F1003BK Manufacture/Model #	20	ea.	x	$ 65.00 /ea.	=	$ 1,300.00
	V-NECK ALL-AMERICAN MILITARY SWEATER						
62	Sweater with options (epaulets with Velcro closure, badge tab, name patch) all sizes through XXL Flying Cross #00700 Manufacture/Model #	25	ea.	x	$ 58.50 /ea.	=	$ 1,462.50

63	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXL Flying Cross #00700 Manufacture/Model #	15	ea.	x	$ 58.50 /ea.	=	$ 877.50

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
64	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXXL and up Flying Cross #00700 Manufacture/Model #	10	ea.	x	$ 58.50 /ea.	=	$ 585.00
65	Sweater without options all sizes through XXL Flying Cross #00700 Manufacture/Model #	20	ea.	x	$ 50.00 /ea.	=	$ 1,000.00
66	Sweater without options size XXXL Flying Cross #00700 Manufacture/Model #	10	ea.	x	$ 50.00 /ea.	=	$ 500.00
67	Sweater without options size XXXXL and up Flying Cross #00700 Manufacture/Model #	10	ea.	x	$ 50.00 /ea.	=	$ 500.00
68	Formal Dress Cap W/Cushion Sweatband XSM-XXXL Midway #R8/R8B Manufacture/Model #	100	ea.	x	$ 65.00 /ea.	=	$ 6,500.00

69	Non Formal Ball Cap Mesh SM/Med or L/XL Sub for Perfect Fit #285- See attached spec sheet Manufacture/Model #	1500	ea.	x	$ 14.25 /ea.	=	$ 21,375.00

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
70	Non Formal Ball Cap Twill Adjustable Pacific Headwear #121C Manufacture/Model #	500	ea.	x	$ 10.00 /ea.	=	$ 5,000.00
	MAINTENANCE WORK UNIFORM						
71	Short Sleeve Maintenance Work Shirts all sizes through XXL Red Kap #SP24NV Manufacture/Model #	150	ea.	x	$ 18.50 /ea.	=	$ 2,775.00
72	Short Sleeve Maintenance Work Shirts size XXXL Red Kap #SP24NV Manufacture/Model #	50	ea.	x	$ 19.50 /ea.	=	$ 975.00
73	Short Sleeve Maintenance Work Shirts size XXXXL and up Red Kap #SP24NV Manufacture/Model #	20	ea.	x	$ 19.50 /ea.	=	$ 390.00
74	Long Sleeve Maintenance Work Shirts all sizes through XXL Red Kap #SP14NV Manufacture/Model #	100	ea.	x	$ 20.58 /ea.	=	$ 2,058.00
75	Long Sleeve Maintenance Work Shirts size XXXL Red Kap #SP14NV	20	ea.	x	$ 22.00 /ea.	=	$ 440.00

	Manufacture/Model #						

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
76	Long Sleeve Maintenance Work Shirts size XXXXL and up Red Kap #SP14NV Manufacture/Model #	20	ea.	x	$ 22.00 /ea.	=	$ 440.00
77	Maintenance Winter Work Jacket all sizes through XL Red Kap #JT22 Manufacture/Model #	30	ea.	x	$ 38.00 /ea.	=	$ 1,140.00
78	Maintenance Winter Work Jacket size XXL and up Red Kap #JT22 Manufacture/Model #	20	ea.	x	$ 38.00 /ea.	=	$ 760.00
	ON CALL WORK UNIFORM						
79	Golf Shirt – Jerzees 437M all sizes through XXL Jerzees #437M Manufacture/Model #	330	ea.	x	$ 17.00 /ea.	=	$ 5,610.00
80	Golf Shirt – Jerzees 437M XXXL through XXXXL Jerzees #437M Manufacture/Model #	25	ea.	x	$ 18.50 /ea.	=	$ 462.50
	BIKE PATROL UNIFORM						
81	Hi VIS SS Polo-Blauer all sizes through XL Blauer #8137 Manufacture/Model #	30	ea.	x	$ 65.00 /ea.	=	$ 1,950.00

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
82	Hi VIS SS Polo-Blauer size XXL Blauer #8137 Manufacture/Model #	30	ea.	x	$ 79.00 /ea.	=	$ 2,370.00
83	Blauer Pants with zip off legs 8822z all sizes through 42 Blauer #8822Z Manufacture/Model #	30	ea.	x	$ 79.00 /ea.	=	$ 2,370.00
84	Blauer Pants with zip off legs 8822z sizes 44 and 46 Blauer #8822Z Manufacture/Model #	30	ea.	x	$ 90.00 /ea.	=	$ 2,700.00
	HONOR GUARD UNIFORM						
85	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 all sizes through 42 Tru-spec #1061 Manufacture/Model #	40	ea.	x	$ 34.00 /ea.	=	$ 1,360.00
86	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 44 and 46 Tru-spec #1061 Manufacture/Model #	30	ea.	x	$ 36.00 /ea.	=	$ 1,080.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
87	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 48 and up Tru-spec #1061 Manufacture/Model #	10	ea.	x	$ 38.00 /ea.	=	$ 380.00
88	Tee Shirt - Short Sleeve – Port & Co PC380 all sizes through XL Port & Co. #PC380 Manufacture/Model #	40	ea.	x	$ 3.90 /ea.	=	$ 156.00
89	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXL – XXXL Port & Co. #PC380 Manufacture/Model #	15	ea.	x	$ 6.10 /ea.	=	$ 91.50
90	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXXXL Port & Co. #PC380 Manufacture/Model #	10	ea.	x	$ 6.73 /ea.	=	$ 67.30
91	Golf Shirt –Ultra Club Cool Polo 8210 all sizes through XL Ultra Club #8210 Manufacture/Model #	40	ea.	x	$ 19.75 /ea.	=	$ 790.00
92	Golf Shirt –Ultra Club Cool Polo 8210 sizes XXL-XXXXL Ultra Club #8210 Manufacture/Model #	10	ea.	x	$ 23.50 /ea.	=	$ 235.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

93	Honor Guard Oxford Style Shoe #22141 Manufacture/Model #	20	ea.	x	$ 47.00 /ea.	=	$ 940.00
	CASUAL WEAR						
94	Polo / Golf Shirt - Short Sleeve K455 all sizes through XL Port Authority #K455 Manufacture/Model #	3500	ea.	x	$ 26.75 /ea.	=	$ 93,625.00
95	Polo / Golf Shirt - Short Sleeve K455 sizes XXL – XXXXL Port Authority #K455 Manufacture/Model #	1200	ea.	x	$ 29.00 /ea.	=	$ 34,800.00
96	Polo / Golf Shirt – Short Sleeve TLK455 sizes LT – 2XLT Port Authority #TLK455 Manufacture/Model #	50	ea.	x	$ 30.00 /ea.	=	$ 1,500.00
97	Polo / Golf Shirt – Short Sleeve TLK455 sizes 3XLT – 4XLT Port Authority #TLK455 Manufacture/Model #	25	ea.	x	$ 31.75 /ea.	=	$ 793.75
98	Polo / Golf Shirt - Long Sleeve K455LS all sizes through XL Port Authority #K455LS Manufacture/Model #	2000	ea.	x	$ 29.25 /ea.	=	$ 58,500.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

99	Polo / Golf Shirt - Long Sleeve K455LS sizes XXL – XXXXL Port Authority #K455LS Manufacture/Model #	1200	ea.	x	$ 31.00 /ea.	=	$ 37,200.00
100	Polo / Golf Shirt – Short Sleeve TLK500LS sizes LT – 2XLT Port Authority #TLK500LS Manufacture/Model #	50	ea.	x	$ 25.75 /ea.	=	$ 1,287.50
101	Polo / Golf Shirt – Short Sleeve TLK500LS sizes 3XLT – 4XLT Port Authority #TLK500LS Manufacture/Model #	25	ea.	x	$ 32.00 /ea.	=	$ 800.00
102	Tee Shirts - Short Sleeve 5280 all sizes through XL Hanes #5280 Manufacture/Model #	7000	ea.	x	$ 6.00 /ea.	=	$ 42,000.00
103	Tee Shirts - Short Sleeve 5280 size XXL Hanes #5280	2000	ea.	X	$ 6.00 /ea.	=	$ 12,000.00
104	Tee Shirts - Short Sleeve 5280 size XXXL Hanes #5280 Manufacture/Model #	500	ea.	x	$ 6.00 /ea.	=	$ 3,000.00

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
105	Tee Shirts - Short Sleeve 5280 sizes XXXXL and up Hanes #5180 Manufacture/Model #	50	ea.	x	$ 6.00 /ea.	=	$ 300.00

106	Tee Shirts - Short Sleeve 518T sizes LT-2XLT Hanes #518T Manufacture/Model #	50	ea.	x	$ 6.00 /ea.	=	$ 300.00
107	Tee Shirts - Short Sleeve 518T sizes 3XLT-4XLT Hanes #518T Manufacture/Model #	50	ea.	x	$ 6.00 /ea.	=	$ 300.00
108	Tee Shirts - Short Sleeve N6210 all sizes through XL Next Level #N6210 Manufacture/Model #	50	ea.	x	$ 6.50 /ea.	=	$ 325.00
109	Tee Shirts - Short Sleeve N6210 size XXL Next Level #N6210 Manufacture/Model #	50	ea.	x	$ 6.50 /ea.	=	$ 325.00
110	Tee Shirts - Short Sleeve N6210 size XXXL Next Level #N6210 Manufacture/Model #	25	ea.	x	$ 6.50 /ea.	=	$ 162.50

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
111	Tee Shirts - Short Sleeve N6210 sizes XXXXL and up Next Level #N6210 Manufacture/Model #	25	ea.	x	$ 6.50 /ea.	=	$ 162.50

112	Tee Shirts - Long Sleeve 5186 all sizes through XL Hanes #5186 Manufacture/Model #	3500	ea.	x	$ 8.00 /ea.	=	$ 28,000.00
113	Tee Shirts - Long Sleeve 5186 size XXL Hanes #5186 Manufacture/Model #	600	ea.	x	$ 8.00 /ea.	=	$ 4,800.00
114	Tee Shirts - Long Sleeve 5186 size XXXL Hanes #5186 Manufacture/Model #	300	ea.	x	$ 8.00 /ea.	=	$ 2,400.00
115	Tee Shirts - Long Sleeve 5186 sizes XXXXL and up Hanes #5186 Manufacture/Model #	50	ea.	x	$ 8.00 /ea.	=	$ 400.00
116	Tee Shirts - Long Sleeve PC61LST sizes LT-2XLT Hanes #PC61LST Manufacture/Model #	50	ea.	x	$ 8.00 /ea.	=	$ 400.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
117	Tee Shirts - Long Sleeve PC61LST sizes 3XLT-4XLT Hanes #PC61LST Manufacture/Model #	50	ea.	x	$ 8.00 /ea.	=	$ 400.00

118	Tee Shirts - Long Sleeve PC55LS all sizes through XL #PC55LS Manufacture/Model #	30	ea.	x	$ 10.00 /ea.	=	$ 300.00
119	Tee Shirts - Long Sleeve PC55LS size XXL #PC55LS Manufacture/Model #	30	ea.	x	$ 10.00 /ea.	=	$ 300.00
120	Tee Shirts - Long Sleeve PC55LS size XXXL #PC55LS Manufacture/Model #	25	ea.	x	$ 10.00 /ea.	=	$ 250.00
121	Tee Shirts - Long Sleeve PC55LS sizes XXXXL and up #PC55LS Manufacture/Model #	25	ea.	x	$ 10.00 /ea.	=	$ 250.00
122	Sweatshirts all sizes through XL Jerzees #562M/562W Manufacture/Model #	1000	ea.	x	$ 10.00 /ea.	=	$ 10,000.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
123	Sweatshirts size XXL Jerzees #562M/562W Manufacture/Model #	500	ea.	x	$ 10.00 /ea.	=	$ 5,000.00
124	Sweatshirts size XXXL Jerzees #562M/562W Manufacture/Model #	200	ea.	x	$ 10.00 /ea.	=	$ 2,000.00

125	Sweatshirts sizes XXXXL and up Jerzees #562M/562W Manufacture/Model #	100	ea.	x	$ 10.00 /ea.	=	$ 1,000.00
126	Sweatpants all sizes through XL Jerzees #973M Manufacture/Model #	1000	ea.	x	$ 12.00 /ea.	=	$ 12,000.00
127	Sweatpants size XXL Jerzees #973M Manufacture/Model #	300	ea.	x	$ 12.00 /ea.	=	$ 3,600.00
128	Sweatpants size XXXL Jerzees #973M Manufacture/Model #	100	ea.	x	$ 12.00 /ea.	=	$ 1,200.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
129	Sweatpants sizes PC90P XXXXL and up #PC78P- Sub for PC90P Manufacture/Model #	75	ea.	x	$ 12.00 /ea.	=	$ 900.00
130	Mesh Gym Shorts w/ pockets all sizes through XL Augusta #803 Manufacture/Model #	2400	ea.	x	$ 17.00 /ea.	=	$ 40,800.00
131	Mesh Gym Shorts w/ pockets size XXL Augusta #803 Manufacture/Model #	100	ea.	x	$ 17.00 /ea.	=	$ 1,700.00

132	Mesh Gym Shorts w/ pockets size XXXL Augusta #803 Manufacture/Model #	400	ea.	x	$ 17.00 /ea.	=	$ 6,800.00
133	Hourly Alteration Fee	225	ea.	x	$ 0.00 /ea.	=	$ 0.00
	BADGES, BANDS AND BRASS						
	Finishes - All references to gold shall be, at a minimum, electroplate (deposit of 22 karat plus fine gold over brass) in quality. All references to silver shall be a Rhodium finish. All references to enamel shall be a hard enamel finish.						

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	BADGES, SHIRT						
134	Blackinton B96 in Gold Blackinton #B96 Manufacture/Model #	300	ea.	x	$ 51.72 /ea.	=	$ 15,516.00
135	Blackinton B96 in Silver Blackinton #B96 Manufacture/Model #	300	ea.	x	$ 44.00 /ea.	=	$ 13,200.00
136	Blackinton B2647IN - Honor Guard – Gold Blackinton #B2647IN Manufacture/Model #	20	ea.	x	$ 67.00 /ea.	=	$ 1,340.00

	COLLAR BRASS						
137	1 Bugle, Blackinton A2876 – Gold	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
138	2 Bugles side by side, Blackinton A2875 – Gold	100	ea.	x	$ 9.00 /ea.	=	$ 900.00
139	2 Bugles crossed, Blackinton A2874 – Gold	100	ea.	x	$ 9.00 /ea.	=	$ 900.00
140	3 Bugles crossed, Blackinton A2873 – Gold	50	ea.	x	$ 9.00 /ea.	=	$ 450.00
141	4 Bugles crossed, Blackinton A4280 – Gold	40	ea.	x	$ 9.00 /ea.	=	$ 360.00
142	5 Bugles crossed, Blackinton A2871 – Gold	15	ea.	x	$ 9.00 /ea.	=	$ 135.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
143	Blackinton A4216 – Engineer – Rhodium	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
144	Blackinton A2886 – Firefighter - Rhodium	400	ea.	x	$ 9.00 /ea.	=	$ 3,600.00
145	Blackinton A5598 - Paramedic 3/16” Cutout Plain – Silver	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
146	O.C. – ½” Die Stock - Silver	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
147	F.D. – ½” Die Stock - Silver	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
148	O.C. – ½” Die Stock - Gold	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
149	F.D. – ½” Die Stock – Gold	200	ea.	x	$ 9.00 /ea.	=	$ 1,800.00
150	O.F.M. – 5/16” Die Stock – Gold & Silver	50	ea.	x	$ 10.00 /ea.	=	$ 500.00

	HAT BADGES						
151	Blackinton A2327 Firefighter – Silver	100	ea.	x	$ 16.75 /ea.	=	$ 1,675.00
152	Blackinton A6864 Engineer – Silver	30	ea.	x	$ 20.50 /ea.	=	$ 615.00
153	Blackinton A2912 Lieutenant – Gold	30	ea.	x	$ 17.00 /ea.	=	$ 510.00
154	Blackinton A175 Captain – Gold	30	ea.	x	$ 17.00 /ea.	=	$ 510.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
155	Blackinton A2911 Battalion Chief – Gold	20	ea.	x	$ 17.00 /ea.	=	$ 340.00
156	Blackinton A2910 Assistant Chief – Gold	10	ea.	x	$ 17.00 /ea.	=	$ 170.00
157	Blackinton B803 Division Chief - Gold – State of Florida Seal	5	ea.	x	$ 52.00 /ea.	=	$ 260.00
158	Blackinton B803 Deputy Chief - Gold – State of Florida Seal	2	ea.	x	$ 52.00 /ea.	=	$ 104.00
159	Blackinton B803 Fire Chief – Gold – State of Florida Seal	2	ea.	x	$ 52.00 /ea.	=	$ 104.00
160	Blackinton A2889 Communication – Gold & Silver	80	ea.	x	$ 11.00 /ea.	=	$ 880.00
161	Blackinton B803 - Honor Guard - Gold- Firefighter Scramble Seal	20	ea.	x	$ 52.00 /ea.	=	$ 1,040.00

	HAT BANDS AND BUTTONS						
162	Snake Style Hat Band – Gold #EM-48G Manufacture/Model #	100	ea.	x	$ 11.00 /ea.	=	$ 1,100.00
163	Snake Style Hat Band – Silver #EM-48N Manufacture/Model #	200	ea.	x	$ 10.00 /ea.	=	$ 2,000.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
164	Hat Button – Gold Flat FD Buttons Manufacture/Model #	150	ea.	x	$ 1.00 /ea.	=	$ 150.00
165	Hat Button – Silver Flat FD Buttons Manufacture/Model #	150	ea.	x	$ 0.80 /ea.	=	$ 120.00
	FOOTWEAR						

To better service the Fire Rescue Department, Orange County is requesting a bid on one or more complete manufacturing lines of soft-toed footwear. All soft-toed footwear listed on each manufacturer bid by Contractor shall be made available.

166	Oxford Style Shoe – Thorogood Thorogood #834-6905 Manufacture/Model #	200	pair	x	$ 112.00 /pair	=	$ 22,400.00

167	Honor Guard Oxford Style Shoe –Bates Bates #E00942 Manufacture/Model #	120	pair	x	$ 93.95 /pair	=	$ 11,274.00
168	5.11 Company Boot 2.0 5.11 #12032 Manufacture/Model #	600	pair	x	$ 80.00 /pair	=	$ 48,000.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
169	Belleville High Shine Zip Boot Belleville #TR908Z-WP Manufacture/Model #	200	pair	x	$ 72.00 /pair	=	$ 14,400.00
170	Reebok Tactical Oxford Shoe Reebok #RB8105 Manufacture/Model #	300	pair	x	$ 70.00 /pair	=	$ 21,000.00
171	Reebok Sublite Tactical Boot Reebok #RB8605 Manufacture/Model #	150	pair	x	$ 82.00 /pair	=	$ 12,300.00
172	Ridge 8” Momentum Boot Ridge #5008 Manufacture/Model #	350	pair	x	$ 90.00 /pair	=	$ 31,500.00
173	Thorogood 8” Side Zipper Work Boot Thorogood #834-6888 Manufacture/Model #	200	pair	x	$ 96.00 /pair	=	$ 19,200.00

	ITEM 174 – 178 ARE ALL SOFT– TOED FOOTWEAR (UPGRADE) as specified on pages 51 and 52						
174	Bates Raide Waterproof Side Zip Boot Bates #E05148 Manufacture/Model #	200	pair	x	$ 95.00 /pair	=	$ 19,000.00

Company Name Galls, LLC

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
175	Haix Airpower R2 Haix #605109 Manufacture/Model #	200	pair	x	$ 272.00 /pair	=	$ 54,400.00
176	Haix Airpower XR1 Haix #605113 Manufacture/Model #	200	pair	x	$ 300.00 /pair	=	$ 60,000.00
177	Haix Airpower XR2 Haix #605118 Manufacture/Model #	200	pair	x	$ 285.00 /pair	=	$ 57,000.00
178	Thorogood 10” Softstreets Station Boot Thorogood #834-6211 Manufacture/Model #	200	pair	x	$ 120.00 /pair	=	$ 24,000.00
179	Expedited Shipping Fee at cost	$100.00	ea.	X	$ 1.00	=	$ 100.00
					TOTAL ESTIMATED BID LINES 1-179	=	$ 1,385,226.55
					TOTAL ESTIMATED BID LINES (1-179) $ 1,385,226.55 x 2 YEARS	=	$ 2,770,453.10

Company Name Galls, LLC

Indicate if items are to be delivered:
via common carrier* ____ or Owned/Hired Vehicle _X_

*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery to be as notified by Orange County. The quantity will depend upon the County's need at the time of request.

Inquiries regarding this Invitation for Bids may be directed to Kathy Bozeman, Purchasing Agent, at Kathy.Bozeman@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: Galls, LLC

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: 20-3545989 D-U-N-S® # 04-259-8482

1340 Russell Cave Rd. Lexington

(Street No. or P.O. Box Number) (Street Name) (City)

Fayette Kentucky 40505

(County) (State) (Zip Code)

Contact Person: Ayasha Masoud

Phone Number: (859) 800-1275 Fax Number: 877-914-2557

Email Address: masoud-ayasha@galls.com

EMERGENCY CONTACT

Emergency Contact Person: Cory Daza

Telephone Number: (859) 795-5161 Cell Phone Number: (678) 218-7012

Residence Telephone Number: N/A Email: daza-cory@galls.com

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

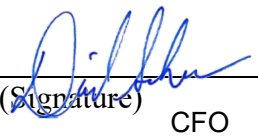
Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
David Scheve	CFO	800-876-4242
Mike Fadden	CEO	800-876-4242



9/1/2021

(Signature) CFO

(Title) Galls, LLC

(Name of Business)

(Date)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* _X__ Corporation (LLC)

State of Incorporation: Delaware

Principal Place of Business (Florida Statute Chapter 607): Lexington/Fayette/KY
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 20-3545989

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract****.* ***Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Bid Response*

June 18, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y20-1047-KB; ADDENDUM # 3

FIRE RESCUE APPAREL

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. **The deadline for responding to this Invitation for Bids is changed to Thursday, June 25, 2020 at 4:00PM EST.**

B. **A public opening of all responses to this Invitation for Bids will be held on Friday, June 26, 2020 at 9:30AM EST.**

C. **BID RESPONSE FORM IFB #Y20-1047-KB** is replaced in its entirety with **REVISED BID RESPONSE FORM IFB #Y20-1047-KB** attached herein.

D. **SECTION 3 SCOPE OF SERVICES, ATTACHMENT A, UNIFORM SPECIFICATIONS, #5 Minimum Sizes A, is hereby changed to:** Pants shall be available in men's sizes: Regular rise 20 28-50 (even sizes only above 38), Short rise 28-40 (even sizes only), and in women's sizes: even sizes from size 6-28, even waist sizes from 26"-42", hip measurements 37"-53" and maternity sizes as needed.

E. **SECTION 3 SCOPE OF SERVICES, ATTACHMENT B, UNIFORM SPECIFICATIONS, UNIFORMS, FOOTWEAR, BADGES, BANDS AND BRASS, #2 NECK TIE is hereby changed to:** Samuel Broome or approved equivalent as specified herein.

Item 15 - Men's Neck Tie – Model 90001, 3" x 18" clip-on
Item 16 - Men's Neck Tie – Model 90019, 3" x 20" clip-on
Item 17 - Men's Neck Tie – Model ~~90072~~ **90078**, 3" x 57" neck tie with buttonholes
Item 18 - Men's Neck Tie – Model ~~90087~~ **90099**, 3" x 61" neck tie with buttonholes
Item 19 - Women's Neck Tie – Model 90156, crossover style with covered snap
Minimum Colors/Fabric: Dark navy blue 100% lint free woven textured polyester

F. SECTION 3 SCOPE OF SERVICES, ATTACHMENT B, UNIFORM SPECIFICATIONS, UNIFORMS, FOOTWEAR, BADGES, BANDS AND BRASS, #16 CASUAL WEAR is hereby changed to:

Items 94 - 101 - Golf Shirt - Port Authority Signature Polo K455/K455LS and TLK455/~~**TLK455LS**~~ **TLK500LS** or approved equivalent as specified herein.

G. SECTION 3 SCOPE OF SERVICES, ATTACHMENT B, UNIFORM SPECIFICATIONS, UNIFORMS, FOOTWEAR, BADGES, BANDS AND BRASS, #16 CASUAL WEAR is hereby changed to:

Items 118 - 121 - Tee Shirt - Long Sleeve - Next Level ~~**N8400**~~/PC55LS or approved equivalent as specified herein.

H. SECTION 3 SCOPE OF SERVICES, ATTACHMENT B, UNIFORM SPECIFICATIONS, UNIFORMS, FOOTWEAR, BADGES, BANDS AND BRASS, #20 HAT BANDS AND BUTTONS is hereby changed to:

Item 162 – Midway EM 48~~6~~G Snake Style Hat Band – Gold
Item 163 – Midway EM 48~~5~~N Snake Style Hat Band – Silver
Item 164 – Waterbury ~~20968-24-95G~~ 13678-Lustre Bright Hat Button – Gold
Item 165 – Waterbury ~~29868-24-05S~~ 13678-Nickel Hat Button – Silver

I. Questions and Answers

1. Question: Could you please send us the Current vendor and Usage related to Y20-1047.
   Answer: Fire Rescue currently uses multiple contracts to purchase the items listed in this solicitation. The current pricing for the following contracts (Y17-137, Y17-1015, and Y15-1020) can be located at the following web link: http://apps.ocfl.net/OrangeBids/TermContracts/listtermcontract.asp

2. Question: Can you send us current prices/Bid tabulation sheet for the Solicitation Y20-1047.
   Answer: See answer to question #1 in this addendum.

3. Question: TLK455LS - Line item 100 and 101. The manufacturer has stated that this item is discontinued and is replaced by TLK500LS.
   Answer: TLK455LS is removed and replaced with TLK500LS on the Revised Bid Response Form attached herein.

4. Question: Line item 162 and 163 EM 486, EM 485. Your item number are do not exist, Are they EM-48G and EM-48N?
   Answer: The correct item numbers are EM-48G, EM-48N. See revision above specified in letter F.

5. Question: Line item 164 and 165 20968-24-95G, 29868-24-05S. Please confirm design of button. Those style numbers listed are not correct.
   Answer: The correct item number for line 164 is 13678-Lustre Bright-Gold. The correct item number for line 165 is 13678-Nickel-Silver. See revision above specified in letter F.

6. Question: Line items 112, 113, 114 style 5286 are not correct style numbers. Are they style 5186?
   Answer: Style 5286 is removed and replaced with 5186 on the Revised Bid Response Form attached herein.

7. Question: Line items 106, 107 518T are not correct style numbers.
   Answer: 518T is the correct style number for Hanes Beefy T Tall short sleeve Tee Shirts.

8. Question: Line item 118 and 119, not any Next Level Long Sleeve's with style# N8400. I did find a Next Level Long Style# N3601 available.
   Answer: Style N8400 is removed and replaced with PC55LS on the Revised Bid Response Form attached herein.

9. Question: Total expenditures on current contract for the past 3 years.
   Answer: Fire Rescue currently uses multiple contracts to purchase the items listed in this solicitation. The combined total expenditures is approximately $979,669 annually. The current pricing for the individual contracts (Y17-137, Y17-1015, and Y15-1020) can be located at the following web link: http://apps.ocfl.net/OrangeBids/TermContracts/listtermcontract.asp

10. Question: Confirm the sizes for all patches.
    Answer: OCFRD, EMT, Paramedic patches are all 4".

11. Question: Line item 15, 90001 is the correct style number but quantity needs to be in 6 piece increments if you do not want buttonholes. If you want buttonholes correct style number is 90010.
    Answer: The County intends to purchase 90001 or equivalent price per each and the County reserves the right to order any quantity.

12. Question: Line item 16, correct style number but quantity needs to be in 6 piece increments if you do not want buttonholes. If you want buttonholes correct style number is 90043.
    Answer: The County intends to purchase 90019 or equivalent price per each and the County reserves the right to order any quantity.

13. Question: Line item 17, incorrect style number/description- 90072 does not have buttonholes. Correct style number with buttonholes is 90078.
Answer: The County intends to purchase 90078 or equivalent price per each and the County reserves the right to order any quantity.

14. Question: Line item 19, correct style number but quantity needs to be in 6 piece increments.
Answer: The County intends to purchase in quantity of each, and reserves the right to order any quantity.

15. Question: Line item 19, correct style number but quantity needs to be in 6 piece increments.
Answer: The County intends to purchase 90156 or equivalent price per each and the County reserves the right to order any quantity.

16. Question: Could you please send us all images for patches
Answer: The EMT and Paramedic patches are standard State of Florida patches. See Attachment E attached herein.

17. Question: #5 minimum sizes. Just want to confirm that men's sizing starts at 28, not 20 as listed on bid
Answer: The correct minimum size is 28. See revision above specified in letter B.

18. Question: We will guarantee that initial hemming is included on initial order but "any and all type of alterations shall be included in the cost of garment and shall be provided by the contractor upon request. The contractor shall also provide alteration services for existing uniforms on an as needed basis" this is too broad of a statement and cannot be included in the initial cost of the garment. How can we show that there will be set fee's for work as requested after initial purchase?
Answer: This statement pertains to new hire alterations, promotional and years of service embellishments to and dress coats only. An example would be adding hash marks to a coat sleeve.

19. Question: Item# 8a – our retail store is open Monday thru Friday from 9am – 5pm minus 7 holidays throughout the year when they are closed. Will this time frame suffice?
Answer: Yes.

20. Question: Item#17 the tie requested does not have button holes but style# 90078 does, which should we bid the # requested or the one that fits the description?

Answer: The item number is 90078. See revision above specified in letter C.

21. Question: Item#18 same, you ask for an item but the description is for stye#90099, which should we bid?
Answer: The item number is 90099. See revision above specified in letter C.

22. Question: Item#102-107 the T-shirts 5280 should probably be 5180? The 5180 will match with the 518T and the long sleeves on line 112-117.
Answer: Please quote 5280 or an equivalent in materials and quality.

23. Question: Item#'s 162 and 163 couldn't find those item#'s but believe you need EM-48G (gold) and EM48N(Nickel)?
Answer: The correct item numbers are EM-48G, EM-48N. See revision above specified in letter F.

24. Question: Item#'s 164 and 165 Waterbury numbers we could not locate but did find a 13678 luster bright (gold) and Nickel, will these work?
Answer: The correct item number is 13678-Lustre Bright-Nickel-Silver. See revision above specified in letter F.

D. ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
b. All other terms and conditions of the IFB Y20-1047-KB remain the same.
c. Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

ATTACHMENT E
UNIFORMS, FOOTWEAR, BADGES, BANDS AND BRASS



REVISED BID RESPONSE FORM
IFB #Y20-1047-KB

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	PATCHES						
1	O.C.F.R.D. Patch	5000	ea.	x	$_____/ea.	=	$_____
2	Explorer Patch	500	ea.	x	$_____/ea.	=	$_____
3	Paramedic Patch	2000	ea.	x	$_____/ea.	=	$_____
4	EMT Patch	2000	ea.	x	$_____/ea.	=	$_____
5	Metallic 1/2” Sleeve Band (gold & silver)	300	ea.	x	$_____/ea.	=	$_____
6	Hash Mark with one mark	300	ea.	x	$_____/ea.	=	$_____
7	Hash Mark with two marks	300	ea.	x	$_____/ea.	=	$_____
8	Hash Mark with three marks	200	ea.	x	$_____/ea.	=	$_____
9	Hash Mark with four marks	200	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
10	Hash Mark with five marks	200	ea.	x	$_____/ea.	=	$_____
11	Hash Mark with six marks	100	ea.	x	$_____/ea.	=	$_____
12	Hash Mark with seven marks	100	ea.	x	$_____/ea.	=	$_____
13	Hash Mark with eight marks	25	ea.	x	$_____/ea.	=	$_____
14	Maltese emblem (gold & silver)	300	ea.	x	$_____/ea.	=	$_____
	NECK TIE						
15	Men's Neck Tie – 3" x 18" clip-on _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
16	Men's Neck Tie – 3" x 20" clip-on _____ Manufacture/Model #	125	ea.	x	$_____/ea.	=	$_____
17	Men's Neck Tie – 3" x 57" w/button holes _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM	ESTIMATED ANNUAL	UNIT	EXTENDED

NO.	DESCRIPTION	QUANTITY			PRICE		PRICE
18	Men's Neck Tie – 3" x 61" w/button holes _____ Manufacture/Model #	400	ea.	x	$_____/ea.	=	$_____
19	Women's Neck Tie – Crossover w/ covered snap _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
	SECURITY STYLE SHIRT						
20	Men's Long Sleeve Security Shirt all sizes through 18 ½ _____ Manufacture/Model #	600	ea.	x	$_____/ea.	=	$_____
21	Men's Long Sleeve Security Shirt Size 19 - 19 ½ _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
22	Men's Long Sleeve Security Shirt size 20 and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
23	Men's Short Sleeve Security Shirt all sizes through 18 ½ _____ Manufacture/Model #	1200	ea.	x	$_____/ea.	=	$_____

Company Name_____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

24	Men's Short Sleeve Security Shirt sizes 19 through 19 ½ _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
25	Men's Short Sleeve Security Shirt size 20 and up _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
26	Women's Long Sleeve Security Shirt XS through X-Large _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
27	Women's Long Sleeve Security Shirt XX-Large _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
28	Women's Short Sleeve Security Shirt XS through X-Large _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
29	Women's Short Sleeve Security Shirt XX-Large _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	WORK DRESS UNIFORM PANT (Not Class A)						
30	Men's Dress Uniform Pant (Not Class A) all sizes through 42 _____	300	ea.	x	$_____/ea.	=	$_____

	Manufacture/Model #						
31	Men's Dress Uniform Pant (Not Class A) sizes 44 through 46 _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
32	Men's Dress Uniform Pant (Not Class A) sizes 48 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
33	Women's Dress Uniform Pant (Not Class A) all sizes through 18 _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
34	Women's Dress Uniform Pant (Not Class A) sizes 20 and 22 _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
35	Women's Dress Uniform Pant (Not Class A) sizes 24 and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	CLASS A UNIFORM DRESS PANTS, SKIRT AND COAT						
36	Men's Class A Uniform Dress Pant all sizes through 42 _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____

37	Men's Class A Uniform Dress Pant sizes 44 through 46 _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
38	Men's Class A Uniform Dress Pant sizes 48 and up _____ Manufacture/Model #	15	ea.	x	$_____/ea.	=	$_____
39	Women's Class A Uniform Dress Pant all sizes through 18 _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
40	Women's Class A Uniform Dress Pant sizes 20 and 22 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
41	Women's Class A Uniform Dress Pant sizes 24 and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
42	Women's Class A Uniform Dress Skirt all sizes through 18 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
43	Women's Class A Uniform Dress Skirt sizes 20 and 22 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
44	Men's Class A Uniform Dress Coat all sizes through 46	200	ea.	x	$_____/ea.	=	$_____

	_____ Manufacture/Model #						
45	Men's Class A Uniform Dress Coat sizes 48 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
46	Women's Class A Uniform Dress Coat all sizes through 18 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
47	Women's Class A Uniform Dress Coat sizes 20 and 22 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	TRU SPEC DRESS PANTS						
48	Men's/Women's Tru Spec 1187/1192 all sizes through 42 _____ Manufacture/Model #	3000	ea.	x	$_____/ea.	=	$_____
49	Men's/Women's Tru Spec 1187/1192 sizes 44 and 50 _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
50	Men's Tru Spec 1187/1192 sizes 50 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____

	WORK PANT						
51	Men's Work Pant – 65/35 Twill Blend all sizes through 42 _____ Manufacture/Model #	1500	ea.	x	$_____/ea.	=	$_____
52	Men's Work Pant – 65/35 Twill Blend sizes 44 and 46 _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
53	Men's Work Pant – 65/35 Twill Blend sizes 48 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
54	Women's Work Pant – 65/35 Twill Blend all sizes through 18 _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
55	Women's Work Pant – 65/35 Twill Blend sizes 20 and 22 _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
56	Women's Work Pant – 65/35 Twill Blend size 24 and up _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____

	CONVERTIBLE JACKET with NAMETAPE						
57	Convertible Jacket with Nametape all sizes through XL _____ Manufacture/Model #	350	ea.	x	$_____/ea.	=	$_____
58	Convertible Jacket with Nametape size XXL _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
59	Convertible Jacket with Nametape size XXXL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
60	Convertible Jacket with Nametape size XXXXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
61	Convertible Jacket with Nametape size XXXXXL _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	V-NECK ALL-AMERICAN MILITARY SWEATER						
62	Sweater with options (epaulets with Velcro closure, badge tab, name patch) all sizes through XXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____

63	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXL _____ Manufacture/Model #	15	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
64	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXXL and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
65	Sweater without options all sizes through XXL _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
66	Sweater without options size XXXL _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
67	Sweater without options size XXXXL and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
68	Formal Dress Cap W/Cushion Sweatband XSM-XXXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____

69	Non Formal Ball Cap Mesh SM/Med or L/XL _____ Manufacture/Model #	1500	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
70	Non Formal Ball Cap Twill Adjustable _____ Manufacture/Model #	500	ea.	x	$_____/ea.	=	$_____
	MAINTENANCE WORK UNIFORM						
71	Short Sleeve Maintenance Work Shirts all sizes through XXL _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____
72	Short Sleeve Maintenance Work Shirts size XXXL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
73	Short Sleeve Maintenance Work Shirts size XXXXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
74	Long Sleeve Maintenance Work Shirts all sizes through XXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
75	Long Sleeve Maintenance Work Shirts size XXXL _____	20	ea.	x	$_____/ea.	=	$_____

	Manufacture/Model #						

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
76	Long Sleeve Maintenance Work Shirts size XXXXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
77	Maintenance Winter Work Jacket all sizes through XL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
78	Maintenance Winter Work Jacket size XXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	ON CALL WORK UNIFORM						
79	Golf Shirt – Jerzees 437M all sizes through XXL _____ Manufacture/Model #	330	ea.	x	$_____/ea.	=	$_____
80	Golf Shirt – Jerzees 437M XXXL through XXXXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
	BIKE PATROL UNIFORM						
81	Hi VIS SS Polo-Blauer all sizes through XL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
82	Hi VIS SS Polo-Blauer size XXL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
83	Blauer Pants with zip off legs 8822z all sizes through 42 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
84	Blauer Pants with zip off legs 8822z sizes 44 and 46 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
	HONOR GUARD UNIFORM						
85	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 all sizes through 42 _____ Manufacture/Model #	40	ea.	x	$_____/ea.	=	$_____
86	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 44 and 46 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
87	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 48 and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
88	Tee Shirt - Short Sleeve – Port & Co PC380 all sizes through XL _____ Manufacture/Model #	40	ea.	x	$_____/ea.	=	$_____
89	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXL – XXXL _____ Manufacture/Model #	15	ea.	x	$_____/ea.	=	$_____
90	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXXXL _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
91	Golf Shirt –Ultra Club Cool Polo 8210 all sizes through XL _____ Manufacture/Model #	40	ea.	x	$_____/ea.	=	$_____
92	Golf Shirt –Ultra Club Cool Polo 8210 sizes XXL-XXXXL _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

93	Honor Guard Oxford Style Shoe _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	CASUAL WEAR						
94	Polo / Golf Shirt - Short Sleeve K455 all sizes through XL _____ Manufacture/Model #	3500	ea.	x	$_____/ea.	=	$_____
95	Polo / Golf Shirt - Short Sleeve K455 sizes XXL – XXXXL _____ Manufacture/Model #	1200	ea.	x	$_____/ea.	=	$_____
96	Polo / Golf Shirt – Short Sleeve TLK455 sizes LT – 2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
97	Polo / Golf Shirt – Short Sleeve TLK455 sizes 3XLT – 4XLT _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
98	Polo / Golf Shirt - Long Sleeve K455LS all sizes through XL _____ Manufacture/Model #	2000	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT PRICE	EXTENDED PRICE

99	Polo / Golf Shirt - Long Sleeve K455LS sizes XXL – XXXXL _____ Manufacture/Model #	1200	ea.	x	$_____/ea.	=	$_____
100	Polo / Golf Shirt – Short Sleeve TLK500LS sizes LT – 2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
101	Polo / Golf Shirt – Short Sleeve TLK500LS sizes 3XLT – 4XLT _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
102	Tee Shirts - Short Sleeve 5280 all sizes through XL _____ Manufacture/Model #	7000	ea.	x	$_____/ea.	=	$_____
103	Tee Shirts - Short Sleeve 5280 size XXL	2000	ea.	X	$_____/ea.	=	$_____
104	Tee Shirts - Short Sleeve 5280 size XXXL _____ Manufacture/Model #	500	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
105	Tee Shirts - Short Sleeve 5280 sizes XXXXL and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____

106	Tee Shirts - Short Sleeve 518T sizes LT-2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
107	Tee Shirts - Short Sleeve 518T sizes 3XLT-4XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
108	Tee Shirts - Short Sleeve N6210 all sizes through XL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
109	Tee Shirts - Short Sleeve N6210 size XXL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
110	Tee Shirts - Short Sleeve N6210 size XXXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
111	Tee Shirts - Short Sleeve N6210 sizes XXXXL and up _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____

112	Tee Shirts - Long Sleeve 5186 all sizes through XL _____ Manufacture/Model #	3500	ea.	x	$_____/ea.	=	$_____
113	Tee Shirts - Long Sleeve 5186 size XXL _____ Manufacture/Model #	600	ea.	x	$_____/ea.	=	$_____
114	Tee Shirts - Long Sleeve 5186 size XXXL _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
115	Tee Shirts - Long Sleeve 5186 sizes XXXXL and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
116	Tee Shirts - Long Sleeve PC61LST sizes LT-2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
117	Tee Shirts - Long Sleeve PC61LST sizes 3XLT-4XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____

118	Tee Shirts - Long Sleeve PC55LS all sizes through XL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
119	Tee Shirts - Long Sleeve PC55LS size XXL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
120	Tee Shirts - Long Sleeve PC55LS size XXXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
121	Tee Shirts - Long Sleeve PC55LS sizes XXXXL and up _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
122	Sweatshirts all sizes through XL _____ Manufacture/Model #	1000	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
123	Sweatshirts size XXL _____ Manufacture/Model #	500	ea.	x	$_____/ea.	=	$_____
124	Sweatshirts size XXXL _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____

125	Sweatshirts sizes XXXXL and up _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
126	Sweatpants all sizes through XL _____ Manufacture/Model #	1000	ea.	x	$_____/ea.	=	$_____
127	Sweatpants size XXL _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
128	Sweatpants size XXXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
129	Sweatpants sizes PC90P XXXXL and up _____ Manufacture/Model #	75	ea.	x	$_____/ea.	=	$_____
130	Mesh Gym Shorts w/ pockets all sizes through XL _____ Manufacture/Model #	2400	ea.	x	$_____/ea.	=	$_____
131	Mesh Gym Shorts w/ pockets size XXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____

132	Mesh Gym Shorts w/ pockets size XXXL _____ Manufacture/Model #	400	ea.	x	$_____/ea.	=	$_____
133	Hourly Alteration Fee	225	ea.	x	$_____/ea.	=	$_____
	BADGES, BANDS AND BRASS						
Finishes - All references to gold shall be, at a minimum, electroplate (deposit of 22 karat plus fine gold over brass) in quality. All references to silver shall be a Rhodium finish. All references to enamel shall be a hard enamel finish.							

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	BADGES, SHIRT						
134	Blackinton B96 in Gold _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
135	Blackinton B96 in Silver _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
136	Blackinton B2647IN - Honor Guard – Gold _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____

	COLLAR BRASS						
137	1 Bugle, Blackinton A2876 – Gold	200	ea.	x	$_____/ea.	=	$_____
138	2 Bugles side by side, Blackinton A2875 – Gold	100	ea.	x	$_____/ea.	=	$_____
139	2 Bugles crossed, Blackinton A2874 – Gold	100	ea.	x	$_____/ea.	=	$_____
140	3 Bugles crossed, Blackinton A2873 – Gold	50	ea.	x	$_____/ea.	=	$_____
141	4 Bugles crossed, Blackinton A4280 – Gold	40	ea.	x	$_____/ea.	=	$_____
142	5 Bugles crossed, Blackinton A2871 – Gold	15	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
143	Blackinton A4216 – Engineer – Rhodium	200	ea.	x	$_____/ea.	=	$_____
144	Blackinton A2886 – Firefighter - Rhodium	400	ea.	x	$_____/ea.	=	$_____
145	Blackinton A5598 - Paramedic 3/16” Cutout Plain – Silver	200	ea.	x	$_____/ea.	=	$_____
146	O.C. – ½” Die Stock - Silver	200	ea.	x	$_____/ea.	=	$_____
147	F.D. – ½” Die Stock - Silver	200	ea.	x	$_____/ea.	=	$_____
148	O.C. – ½” Die Stock - Gold	200	ea.	x	$_____/ea.	=	$_____
149	F.D. – ½” Die Stock – Gold	200	ea.	x	$_____/ea.	=	$_____
150	O.F.M. – 5/16” Die Stock – Gold & Silver	50	ea.	x	$_____/ea.	=	$_____

	HAT BADGES						
151	Blackinton A2327 Firefighter – Silver	100	ea.	x	$_____/ea.	=	$_____
152	Blackinton A6864 Engineer – Silver	30	ea.	x	$_____/ea.	=	$_____
153	Blackinton A2912 Lieutenant – Gold	30	ea.	x	$_____/ea.	=	$_____
154	Blackinton A175 Captain – Gold	30	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
155	Blackinton A2911 Battalion Chief – Gold	20	ea.	x	$_____/ea.	=	$_____
156	Blackinton A2910 Assistant Chief – Gold	10	ea.	x	$_____/ea.	=	$_____
157	Blackinton B803 Division Chief - Gold – State of Florida Seal	5	ea.	x	$_____/ea.	=	$_____
158	Blackinton B803 Deputy Chief - Gold – State of Florida Seal	2	ea.	x	$_____/ea.	=	$_____
159	Blackinton B803 Fire Chief – Gold – State of Florida Seal	2	ea.	x	$_____/ea.	=	$_____
160	Blackinton A2889 Communication – Gold & Silver	80	ea.	x	$_____/ea.	=	$_____
161	Blackinton B803 - Honor Guard - Gold- Firefighter Scramble Seal	20	ea.	x	$_____/ea.	=	$_____

	HAT BANDS AND BUTTONS						
162	Snake Style Hat Band – Gold _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
163	Snake Style Hat Band – Silver _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
164	Hat Button – Gold _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____
165	Hat Button – Silver _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____
	FOOTWEAR						

To better service the Fire Rescue Department, Orange County is requesting a bid on one or more complete manufacturing lines of soft-toed footwear. All soft-toed footwear listed on each manufacturer bid by Contractor shall be made available.

166	Oxford Style Shoe – Thorogood _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____

167	Honor Guard Oxford Style Shoe –Bates _____ Manufacture/Model #	120	pair	x	$_____/pair	=	$_____
168	5.11 Company Boot 2.0 _____ Manufacture/Model #	600	pair	x	$_____/pair	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
169	Belleville High Shine Zip Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
170	Reebok Tactical Oxford Shoe _____ Manufacture/Model #	300	pair	x	$_____/pair	=	$_____
171	Reebok Sublite Tactical Boot _____ Manufacture/Model #	150	pair	x	$_____/pair	=	$_____
172	Ridge 8” Momentum Boot _____ Manufacture/Model #	350	pair	x	$_____/pair	=	$_____
173	Thorogood 8” Side Zipper Work Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____

	ITEM 174 – 178 ARE ALL SOFT– TOED FOOTWEAR (UPGRADE) as specified on pages 51 and 52						
174	Bates Raide Waterproof Side Zip Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
175	Haix Airpower R2 _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
176	Haix Airpower XR1 _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
177	Haix Airpower XR2 _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
178	Thorogood 10” Softstreets Station Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
179	Expedited Shipping Fee at cost	$100.00	ea.	X	$ 1.00	=	$ 100.00
					TOTAL ESTIMATED BID LINES 1-179	=	$_____
					TOTAL ESTIMATED BID LINES (1-179) $_____ x 2 YEARS	=	$_____

Company Name _____

Indicate if items are to be delivered:
via common carrier* ____ or Owned/Hired Vehicle ____

*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery to be as notified by Orange County. The quantity will depend upon the County's need at the time of request.

Inquiries regarding this Invitation for Bids may be directed to Kathy Bozeman, Purchasing Agent, at Kathy.Bozeman@ocfl.net

June 9, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y20-1047-KB; ADDENDUM # 2

FIRE RESCUE APPAREL

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. The deadline for responding to this Invitation for Bids is changed to Tuesday, June 23, 2020 at 4:00PM EST.

B. A public opening of all responses to this Invitation for Bids will be held on Wednesday, June 24, 2020 at 9:30AM EST.

C. Responses to questions received timely is forthcoming.

D. ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
b. All other terms and conditions of the IFB Y20-1047-KB remain the same.
c. Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

May 28, 2020
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
INVITATION FOR BID (IFB) Y20-1047-KB; ADDENDUM # 1

FIRE RESCUE APPAREL

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. The deadline for responding to this Invitation for Bids is changed to Tuesday, June 9, 2020 at 4:00PM EST.

B. A public opening of all responses to this Invitation for Bids will be held on Wednesday, June 10, 2020 at 9:30AM EST.

C. Responses to questions received timely is forthcoming.

D. ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
b. All other terms and conditions of the IFB Y20-1047-KB remain the same.
c. Receipt acknowledge by:

_____ _____
Authorized Signature Date

_____
Title

_____
Name of Firm

Issue Date: May 6, 2020

ORANGE COUNTY FLORIDA
PROCUREMENT DIVISION

NOTICE IS HEREBY GIVEN that Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

INVITATION FOR BIDS #Y20-1047-KB, FIRE RESCUE APPAREL
TERM CONTRACT

Copies of the Invitation for Bids (IFB) documents may be obtained from the Orange County Procurement Division at the below address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:
http://apps.ocfl.net/orangebids/bidopen.asp

BID SUBMISSION DUE DATE:
In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are strongly encouraged to submit responses electronically. Firms will not be permitted to fax or email offers.

To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

Sealed bid offers for furnishing the above will be accepted up to **4:00 PM (local time), Tuesday, June 2, 2020,** via the electronic portal referenced above, or at the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Bids delivered via mail or hand delivery shall contain an **original**, **two** (2) **hard copies and one (1) electronic copy on a USB Flash Drive**

NOTICE TO BIDDERS:
To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Kathy Bozeman, Purchasing Agent at Kathy.Bozeman@ocfl.net.

QUESTIONS:
All questions or concerns regarding this Invitation for Bids shall be submitted by email to Kathy.Bozeman@ocfl.net, no later than 5:00 PM **Tuesday, May 19, 2020** to the attention of Kathy Bozeman, Procurement Division, referencing the IFB number.

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SECTION 1
GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and submitted via the electronic submittal portal, or sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

If submitting via mail or in person, bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to the Procurement Division representative specified on the cover page of this Invitation for Bids. Consideration for modification or alteration of the documents contained in this solicitation shall be requested during the specified question specified on the cover page of this Invitation for Bids.

When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders.

Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. PRICE/DELIVERY

Price(s) bid must be the price(s) for new goods, unless otherwise specified. Any bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the bid specifications.

"Acceptance" as herein used means the acceptance by Orange County after the Manager, Procurement Division or authorized agent has, by inspection or test of such items, determined that they fully comply with specifications.

Deliveries resulting from this bid are to be performed during the normal working hours of the County. Time is of the essence and the Contractor's delivery date must be specified and adhered to. Should the Contractor, to whom the order or contract is awarded, fail to deliver on or before the stated date, the County reserves the right to **CANCEL** the order or contract and make the purchase elsewhere, and the Contractor shall be required to compensate the County for the difference in price paid for the alternate goods. The Contractor shall be responsible for making any and all claims against carriers for missing or damage goods. Partial shipments will be acceptable unless otherwise stated.

4. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

5. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

6. BRAND NAME OR EQUALS/DEVIATIONS

Unless otherwise specified, the mention of a particular manufacturer's brand name or number in the specifications does not imply that this particular good is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of good that will be acceptable. Equal offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with equal offers will result in the disqualification of the bid.

The determination as to whether any alternate good or service is or is not equal shall be made solely by the County and such determination shall be final and binding upon all bidders. The County reserves the right to request and review additional information to make such a determination.

Although the County provides for the consideration of alternate bids, it reserves the right to make an award in the best interest of the County. Award may not necessarily be given to the lowest bid offered.

The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items bid upon. Unless the bid is in response to a "Brand Name or Equal" requirement, deviations from the specifications will only be considered if requested in writing prior to the date and time specified for receipt of bids.

Deviations, if accepted, will be specifically addressed in writing via an addendum to this Invitation for Bids. Any goods or services that are not in compliance with the specifications will not be accepted.

7. NO BID

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID". Note, indicating "no-bid" on an "all-or-none bid" will result in being deemed Non-Responsive.

8. CONFLICT OF INTEREST

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

9. LEGAL REQUIREMENTS

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

B. Businesses wishing to participate in the County procurement process as an Orange County Certified M/WBE firm are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

10. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.

11. GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

12. JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

13. ATTORNEYS' FEES AND COSTS

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

14. MISTAKES

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

15. AVAILABILITY OF FUNDS

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and Orange County, Florida, or other specified funding source for this procurement.

16. NON-DISCRIMINATION

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Contractor shall adopt and maintain, or provide evidence to the County that Contractor has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Contractor agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Contractor agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

17. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: **http://apps.ocfl.net/orangebids/bidresults/results.asp** or upon notice of intended action, whichever is sooner.

18. BID FORMS

All bids shall be submitted on the County's standard Bid Response Form. Modification of the Bid Response Form herein or submission of Bids on Bidder's quotation forms shall not be accepted and shall be deemed non-responsive.

19. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

20. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
  http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The County may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
  http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

21. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

22. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

23. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

24. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

25. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

26. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

27. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code.** This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.

B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of Orange County, Florida. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

28. SUBMISSION OF BID

Bids may be submitted via the electronic submission portal at: **https://app.negometrix.com/buyer/691**, or in the Procurement Division; Internal Operations Centre II, 400 E. South Street; 2nd Floor, Orlando, FL 32801, prior to the submission deadline. Bids will be opened per the public meeting notice.

If bid will be mailed or hand delivered, ensure it is secured in a sealed envelope, addressed as follows:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

A. Invitation for Bids Number
B. Date of Opening
C. Name of Bidder
D. Phone Number of Bidder

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

29. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

30. PROPRIETARY/RESTRICTIVE SPECIFICATIONS

If a prospective bidder considers the specification contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid seal bid offers

Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

31. DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

32. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

33. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

34. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

35. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

36. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,

C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

37. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

38. NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

39. SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

40. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds.

Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section

for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure goods under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

41. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

42. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

43. CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor's written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

44. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an

express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at: http://www.uscis.gov/portal/site/uscis.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

45. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all bidders/proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Bidders/proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a bid/proposal. Requests by bidders/proposers to keep entire bids/proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful bidder's/proposer's name, the substance of the bid/proposal, and the price.

If the bidder/proposer requests confidential treatment, bidder/proposer must submit an additional copy of the bid/proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, bidder/proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Bidder/proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its bid/proposal. Bidder/proposer agrees and understands that the County may make copies of, and distribute, the bid/proposal without any requested redactions, to facilitate evaluation. Bidder/proposer warrants that such copying will not violate the rights of any third party.

46. SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor/Sub-Recipient certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor/Sub-Recipient certifies that it is **not**:

1. 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 Section 215.473, Florida Statutes; and/or

2. Engaged in business operations in Cuba or Syria.

D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

47. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.

2. Upon request from Orange County's custodian of public records, provide Orange County 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 the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.

4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. **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 :**

Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897

SECTION 2
SPECIAL TERMS AND CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. LICENSES

Prior to furnishing the requested product(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses required to complete all contractual requirements. These licenses shall be readily available for review by the Manager, Procurement Division or authorized designee.

2. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of one hundred and twenty (120) days from the bid opening date or until the date of award. In the event that an award is not made by the County within one hundred and twenty (120) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

3. FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of an offer, the respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

4. AWARD

Award shall be made on an all-or-none total estimated bid basis to the lowest responsive and responsible Bidder.

5. POST AWARD MEETING

Within **ten** (10) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

6. F.O.B. POINT

The F.O.B. point will be a destination within State of Florida. The bid shall include all costs of packaging, transporting, delivery and unloading.

7. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide goods or services that comply with the specifications herein or fails to meet the County's performance standards

2. Deliver the goods or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice)

after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.

4. Continue and complete all parts of that work that have not been terminated.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

8. AS SPECIFIED

All goods delivered shall meet the specifications herein. Goods delivered not as specified shall be returned at no expense by Orange County. The County may return, for full credit, any unused goods received which fail to meet the County's performance standards. Replacement goods meeting specifications shall be submitted within a reasonable time after rejection of the non-conforming goods.

9. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

10. PAYMENT

Upon award of the contract the County may remit a lump-sum pre-payment of $60,000.00 to maintain a supply of commonly ordered goods in inventory. The value of goods received and accepted for each week shall be deducted from the County's pre-payment in accordance with pricing on the bid response form. The contractor shall provide reconciliation for all goods ordered, delivered and accepted by the County on a weekly basis. The contractor shall accept orders in excess of the prepayment but shall notify the County if excess orders exceed 20% of the prepayment.

The County shall remit payment for the value of goods received and accepted and services rendered in accordance with the bid response form pricing by the submission of a properly executed invoice. Payment will be made to either establish a statement balance of $0 or to true-up expenses and re-establish the County's pre-payment. Payment shall not be made for items on back-order until there are received and accepted.

Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted equipment/goods/services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Fire Rescue Supply
400 South Gaston Foster Rd.
Orlando, FL 32807
Phone (407) 254-7774

A valid reconciliation invoice shall include the following:

1. Reference to the Delivery Order
2. Delivery Dates
3. Itemization of Goods Delivered
4. Unit Prices in accordance with the Bid Response Form
5. Employee name and employee id number (Requestor)
6. Employee name and employee id number (Approver)
7. Reconciliation against any pre-payments (if Applicable)

CAUTION: **Items procured by employees at their expense shall not be listed on same invoices for County account. These purchases shall also not apply to reconciliation of item allotments for the County.**

Prior to the termination of this contract the County may choose to fully deplete the pre-payment through the purchase of goods/services or request a full refund for any pre-payments. Any such refunds to the County shall be made payable to the Orange County Board of County Commissioners and remitted to the address above within 14 calendar days of request.

CAUTION: In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order. Such orders shall not be reconciled against the County's pre-payment account for Fire Rescue Supply.

11. INFORMATION AND DESCRIPTIVE LITERATURE

Bidders shall furnish all information requested and in the space provided on the bid form. Each Bidder offering an equal to the brand(s) specified (or if no brand is specified) shall submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid shall not satisfy this provision. Bids which do not comply with these requirements may be rejected.

12. BRAND/MANUFACTURER REFERENCED

Reference manufacturer indicated. Goods similar in design and equal in function and performance may also be considered. Equal offers shall include descriptive literature and/or detailed specifications. Failure to include such specifications or literature for equal offers may be cause for disqualification of the bid.

13. SAMPLES/DEMONSTRATIONS

Samples of any goods for demonstration shall be furnished upon request for a quality test or comparison without cost to the County.

14. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.

B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.

C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.

D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:

- Occupational Safety and Health Act (OSHA)
- National Institute for Occupational Safety & Health (NIOSH)
- National Fire Protection Association (NFPA)
- American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx

15. INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

☒ Commercial Crime/Employee Dishonesty- with a limit of not less than $50,000

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

Additional insurance guidelines and sample certificates can be found on the County's Vendor Services website:
http://www.orangecountyfl.net/Portals/0/Library/vendor%20services/docs/InsuranceRequirementsFAQ.pdf

16. CONTRACT TERM/RENEWAL

A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of two (2) years. The contract may be renewed for three (3) additional one (1) year periods, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this contract and such amendment shall be executed by both parties.

B. The initiating County department(s) shall issue delivery/purchase orders against the term contract on an "as needed" basis.

C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County shall enter into negotiations with the Contractor for a lower unit price which shall be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.

D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

17. PRICING

The County requires a firm price for the entire contract period. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

18. PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award.

The original contract prices shall be firm for the entirety of the initial (2 year) contract period. A price escalation/de-escalation will be considered at the time of contract renewal and at 1-year intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. If approved, the price adjustment shall become effective on the contract renewal date. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

19. METHOD OF ORDERING

The County shall issue Delivery Orders against the contract on an as needed basis for the goods or services listed on the Bid Response Form. Orders may be placed for a blanket lump sum to establish a pre-payment. Such pre-payments are subject to reconciliation in accordance with the payment provision herein.

20. ATTACHMENTS

The following attachment(s) is/are attached to, and made a part of this Invitation for Bids:

A. Attachment A – Uniform Specifications

B. Attachment B – Uniforms, Footwear, and Badges, Bands and Brass

C. Attachment C - Sample Reports

D. Attachment D – Item Allotment Matrix

E. Attachment E - ISS Standards

21. REQUIREMENTS CONTRACT

This is a Requirements Contract and the County's intent is to order from the Contractor all of the goods or services specified in the contract's price schedule that are required to be purchased by the County. If the County urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the contractor will not accept an order providing for accelerated delivery, the County may acquire the goods or services from another source.

The County's requirements in this contract are estimated and there is no commitment by the County to order any specified amount. If the estimated quantities are not achieved, this shall not be the basis for an equitable adjustment.

If the Manager, Procurement Division determines that the Contractor's performance is less than satisfactory, the County may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

22. PERSONNEL

A. The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

B. All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

C. The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

23. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

24. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In accordance with the Registered Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered prime Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

A. 8% - Bids Up To $100,000
B. 7% - Bids Greater Than $100,000 to $500,000
C. 6% - Bids Greater Than $500,000 to $750,000
D. 5% - Bids Greater Than $750,000 to $2,000,000
E. 4% - Bids Greater Than $2,000,000 to $5,000,000
F. 3% - Bids Greater Than $5,000,000

In the event of a tie between an M/WBE and a registered prime SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

SECTION 3
SCOPE OF SERVICES

SCOPE OF SERVICES

The Contractor shall operate a uniform purchase program as described herein:

1. UNIFORM PURCHASING PROGRAM

A. The Contractor shall be responsible to all aspects of providing a successful program to include but not limited to the following:

1. Maintain a sufficient inventory of high quality uniform and accessory items
2. Receive, process and ship individual orders
3. Perform alterations and repairs to uniform items
4. Provide embroidery, screen printing, and heat pressing services
5. Maintain computerized transaction records by individual employee to include spending limit tracking
6. Utilize and maintain existing web based program and other existing internal resources to create, specifically for Orange County Fire Rescue, an ordering and tracking platform, which includes contract products, account balances and individual sizing information for each employee
7. Provide and operate a customer service facility to include a full fitter line and sample items, to be staffed by employees familiar with the contract
8. Assume responsibility for loss and damage of all items from time of shipment to customer receipt

B. Utilizing a computerized inventory system; the Contractor shall also be responsible for tracking the following:

1. Each employee's item allotments established as specified in Attachment D, by Orange County Fire Rescue Division Chief of Infrastructure and Asset Management or designee
2. All items issued
3. All items returned
4. Verification of order date/time
5. Shipping date/time
6. All repairs and alterations performed for each employee.

2. CUSTOMER SERVICE FACILITY

A. Facility Requirements

The Contractor shall be responsible for providing, at the Contractor's expense, a customer service facility. Contractor's facility shall be, at a minimum, 1,000 square feet in a location within Orange County. The service facility shall comply with all Americans with Disabilities Act (ADA) requirements in accordance with all Federal, State, and local laws, rules, and regulations. Any change in location shall require prior written approval of Orange County Fire Rescue at any time in the contract period. Facility must meet and comply with all building and health codes and all applicable Federal, State, and local laws governing the operation of the service facility. Facility shall have at least two (2) private dressing rooms. The County reserves the right to inspect the facility at any time throughout the life of the contract.

B. Facility Operation

1. The Contractor's customer service facility must be stocked and prepared for operation within 15 business days of contract execution, unless otherwise approved by the County, with a complete run of sizing samples specified with the County having final approval. The sample uniform selections, any other uniform items added to the contract and any items approved by the designated Orange County Fire Rescue representative; shall be utilized for viewing and fitting only.

2. Sample items will provide Orange County Fire Rescue personnel with a visual of each item as well as provide assistance in determining the appropriate sizes. If approved by the designated Orange County Fire Rescue representative, additional items may be displayed in the customer service facility. The sample uniform selections and any other uniform items added to the required list in the manner specified in the agreement between the County and the selected Contractor will be utilized for viewing and sizing only. At the County's discretion, the selected Contractor may be required to sell certain non-embellished, high turn-over items, these may be added by amendment to the bid response form.

3. The customer service facility shall be open for service and staffed for a minimum of five (5) days per week (Monday through Friday) excluding nine (9) County holidays which are approved annually by the County Commission. Standard daily operating hours shall be from 8:00 a.m. to 4:30 p.m. at minimum. Contractor's staff shall be properly trained in order to provide all Orange County Fire Rescue employees with prompt and courteous service. The customer service facility shall provide a separate area dedicated to Orange County Fire Rescue personnel and provide prompt and courteous service to all Orange County Fire Rescue employees with information regarding alterations as well as order tracking and returns.

4. The facility shall maintain separate and distinct areas for the servicing of the Orange County Fire Rescue uniformed personnel. No other individuals may be provided service in this area. Upon request of the Contractor the County may waive this requirement, the sole determination to approve alternate servicing conditions shall be made by the County, and such changes shall not be imposed before seeking this approval.

5. On an as needed basis, in the event of an emergency, and upon 48 hours' notice, as requested by the Division Chief of Infrastructure and Asset Management or designated representative, the customer service facility shall be opened for additional hours. The Contractor shall provide a means, such as a cell phone, by which its representative may be contacted to facilitate operations in the event of an emergency.

3. ACCOUNT MANAGER

The Contractor shall employ an Account Manager dedicated to the Orange County Fire Rescue account. The assigned Account Manager shall have an in-depth knowledge of the County's contract to include provisions, list of approved items as well as have access to all manufacturers providing the product. Upon request, the Account Manager or designee shall

be available to attend meetings to discuss contact or uniform issues as well as have the ability and authority to make decisions on behalf of the Contractor.
Additionally, the Account Manager or their designee shall be responsible for oversight of all initial activities to include measurement and sizing of all authorized Orange County Fire Rescue uniformed personnel as well as provide direct customer service regarding returns and/or alterations.

4. INVENTORY SYSTEM AND TRACKING REQUIREMENTS

A. System Requirements

1. The Contractor must provide an electronic uniform tracking system. The process must have the capability to accurately track the following:

    a) Distribution of items
    b) Maintain inventory control
    c) Uniform repairs
    d) Uniform replacements
    e) Employee item allotment
    f) Approvals (Routing to Designated Orange County Individuals)
    g) Invoicing of items and services
    h) Shipping of uniform and/or accessory items

2. The ordering website must be compatible with Internet Explorer 11.0, and shall meet Orange County ISS security requirements attached hereto as attachment D.

3. Within the time frames set out below, the Contractor shall provide the County with a secure Website Uniform Resource Locator (URL) for application transactions. All transactions completed using the application must provide real time system updates of inventory availability, spending limit balances or item allotment limits, etc., for the each Orange County Fire Rescue employee user. The County reserves the right to access and audit the system at any time throughout the contract term.

4. Security and accounting measures needed to properly control the distribution of uniform items to eligible Orange County Fire Rescue employees will be the sole responsibility of the Contractor.

5. The Contractor’s tracking process shall have the capability to maintain information on each authorized Orange County Fire Rescue employee including, but not limited to:

    a) Employee's available balance of the items allotted versus the items that have been issued
    b) Employee's ID number (6 digit number assigned by the County)
    c) Employee’s Badge Number (4 digit alphanumeric assigned by the County)
    d) Assigned location
    e) Years of Service
    f) Team Assignments
    g) Rank/classification
    h) EMS level (EMT or Paramedic)

6. Additionally, the system shall provide reports listing Orange County Fire Rescue employee orders to include, but not limit to:

    a) List of ordered and shipped items
    b) Order date
    c) Item description and product number
    d) Size
    e) Quantity ordered
    f) Price per item
    g) Shipment date
    h) Shipment information to include Orange County Fire Rescue employee name and address
    i) Backorders and/or incomplete orders
    j) Process time from the placement of order through shipment release
    k) Repairs performed
    l) Replacement requests

5. EMPLOYEE ESTABLISHED ITEM ALLOTMENT

A. The County will establish the item allotment for each employee based on:
    a. Employee classification of duties

B. Employees established item allotments may be adjusted due to:
    a. Special Assignment/Team
    b. Increased need of uniform determined by the County designee (on a case by case basis)

6. REPORTING REQUIREMENTS

A. The Contractor shall provide a report weekly basis in varying formats (PDF, Excel etc.), detailing a minimum of:

    1) Individual Orange County Fire Rescue employee spending limit balances
    2) Statistics showing usage of uniform items and services
    3) Inventory levels
    4) Items listed on backorder with estimated fulfillment dates
    5) Open orders exceeding deadlines
    6) Item costs
    7) Repairs
    8) Up to date billing and weekly invoice statement; and
    9) Returns
    10) Approvals Tracking (routing and release from Designated Orange County Individuals)

B. The Contractor shall provide a Proof of Delivery Report weekly along with corresponding invoice. The weekly report shall be in excel format. The County reserves the right to make changes to this report at no additional cost. See Attachment C for example.

C. The Contractor shall provide a Back Order Report weekly. The weekly report shall be in excel format. The County reserves the right to make changes to this report at no additional cost. See Attachment C for example.

D. At any time, the County may request additional reports on the purchase of uniforms.

E. All reports as described in the agreement will be provided to the County at no additional charge.

7. CUSTOMER SUPPORT REQUIREMENTS

A. The Contractor shall establish a local or toll-free telephone inquiry line throughout the life of the contract to handle program inquiries and requests for supplies. In case of emergency, a designated employee of the Contractor must be available to open and operate the Customer Service Facility and must be available at all times by either cellphone or other means designated in the agreement.

B. The Contractor shall develop and maintain a standard operating manual setting out a general design and standard operating procedure that is mutually agreeable to both parties. The manual shall include, but is not limit to, sections defining individual account tracking procedures, inventory control procedures, daily management, inspection procedures, and repair procedures. The manual shall serve as a point of reference and guide for the Orange County Fire Rescue and the Contractor's personnel to review operations requirements. An electronic version of the manual will also be posted online for use by Orange County Fire Rescue personnel.

8. REPAIR, REPLACEMENT, AND ALTERATION REQUIREMENTS

A. The Contractor shall provide repair and alterations at a facility located within the limits of Orange County Fire Rescue and approved by Orange County Fire Rescue. Minor alterations and repairs to a uniform item of clothing shall be completed within forty-eight (48) hours from the time, as reflected on a claim ticket that an Orange County Fire Rescue employee leaves the uniform item at the designated facility for alteration or repair. Minor alterations and repairs shall mean in-seam and out-seam repairs and alterations, button or zipper replacement, affixing stripes, patches and braids, and trim replacement or other minor repairs approved by Orange County Fire Rescue. All other repairs must be available for pick up at the designated facility within three (3) business days.

9. WARRANTY OF DELIVERED UNIFORM ITEM

A. The Contractor warrants that for a period of one (1) year after acceptance and delivery of each uniform item, the uniform item and its component parts shall be free from defects in material and workmanship and shall perform to standard or exceed specifications set out in the agreement. If the manufacturer's warranty for any uniform item is in excess of one (1) year, then that specified warranty period shall apply to that covered uniform item. Delivery will commence upon receipt by an employee of an authorized uniform item. Warranty will be void if the county employee neglects, abuses or alters the item(s), or does not follow care instructions.

B. The Contractor shall repair, or at the County's discretion, replace any defective uniform item at no additional charge. The Contractor shall provide and bear all costs required to meet its obligations under this warranty.

C. The Contractor warrants that for a period of one (1) year after acceptance of repairs, embroidery and tailoring, that the repair, embroidery and tailoring to the uniform item or its component parts will be free from defects in material and workmanship, and that the uniform item will perform in its intended use.

10. ORDER PROCESSING AND DELIVERY REQUIREMENTS

A. The Contractor shall process and deliver orders within the time frames below:

Type of Item	Days to Receive Order
Non-Embellished Goods	5 business days
Embellished Goods	10 business days
Out-sized garments	30 business days
Special order & drop ship items	30 business days

B. The County reserves the right to transition from single approver (Orange County Fire Rescue Supply) to multiple approver (Orange County Fire Rescue employee).

C. The Contractor shall transition login accounts within 30 days of notice by Orange County Fire Rescue.

D. The delivery time frame should be expressed as the time between the online submittal of an order and the time the uniform item is delivered to the employee or designated receiving facility.

E. The contractor shall provide confirmation via signature of an Orange County Fire Rescue employee for pick up and/or delivery.

F. The county shall not be obligated to pay for any uniform item purchases that exceed the Orange County Fire Rescue employee established item allotment.

G. Employees may procure approved items in this contact once they have reached their allotment limit. Employee will incur all cost beyond established item allotment, unless approved by Orange County Fire Rescue Supply, on a case by case basis.

    1. Procurement of non-approved items will be solely funded by the employee.

H. Items in “Attachment B” may only be ordered by the Division Chief of Infrastructure and Asset Management or designee.

I. Notifications shall be sent to Orange County Fire Rescue Supply personnel authorized to place orders. Unless otherwise approved by the County, notifications shall be in the form of emails confirming the following: orders received, shipment of orders, delivery of orders and any backorders or partial order shipments with due date.

11. INVENTORY CHANGES

With respect to items that contain the ORANGE COUNTY FIRE RESCUE logo, if the County chooses to change specifications on any such item or to substitute/delete any such item, the County agrees to purchase the Contractor’s remaining inventory.

12. QUALITY CONTROL

A. The Contractor shall establish a Quality Control Program set forth below to ensure quality is performed on uniform items by the Contractor hereunder. The program shall include, but will not be limited to the following:

1) An inspection system covering all goods and services furnished by the Contractor
2) A checklist for use in reviewing performance during inspections
3) Inspection Reports regarding embellishment quality must be signed and include details regarding results of each inspection as well as documentation of all corrective action(s) taken. Each report shall be made available to the County upon twenty-four (24) hours written request
4) The Contractor shall be responsible for all work performed to ensure compliance with the quality requirements of this agreement.

13. PRICE SCHEDULE

A. Uniform pricing shall include Embroidery, Screen Print and Heat Press applications in the price of each applicable item.

B. The unit price shall include the item's cost to the Contractor, shipping, and all other overhead costs associated with complying to the terms of the contract. No other charges will be allowed.

C. Expedited shipping costs may be allowable with the County's expressed authorization, these shall be at cost.

D. The Contractor shall not charge the County or employee for returned items to the Contractor's facility to include but not limited to return fees, re-stocking fees, and re-shipping fees.

E. When any contracted uniform item is returned to the Contractor due to the Contractor's error, the Contractor will incur all shipping costs in connection with the return and reshipment of the applicable item. If the County employee made an error in ordering any contracted items, the employee may return to the Contractor's facility or may incur the shipping cost for return and reshipment of items. Shipping costs will be at shipping vendors (UPS, FedEx, and USPS) standard rate.

14. SIZING

The Contractor shall furnish a variety of apparel in industry standard sizes which includes, but is not limit to: even and odd waist size pants with finished lengths fit; shirt neck half sizes with even and odd sized sleeve lengths; hats in one-eighth sized increments, half and full shoe sizes in all widths; even and odd sized jackets and coats, and even sized belts. If special requests are made for sizes outside the manufacturer's normal size range and the manufacturer agrees to produce the item(s) requested, longer lead times and/or additional charges may apply. The Contractor shall submit documentation that reflects any longer lead time and/or additional charges. The Contractor shall make the standard manufacturing sizes, including, but not limit to, outsizes of the apparel to meet the needs of the County. The Contractor shall provide female sizes when available.

15. MINIMUM INVENTORY REQUIREMENTS.

The Contractor shall provide inventory of each item of apparel in industry standard sizes to meet the agreed upon time stated herein for all items including, but not limited to, items to be replaced at employee's expense. The Contractor shall provide inventory balances upon request by the County for all contracted items with one (1) week notification.

16. TRAINING

A. The Contractor shall provide an on-line training/instruction component that shall be:
   1) In two (2) formats, written and video based
   2) Provide direction on the navigation and ordering process of online system
   3) Accessed by employees via an online system or Orange County Fire Rescue Learning Management System

17. AUTHORIZED SALES

A. Any and all items with the County logo/emblem may be displayed by the Contractor in the customer service facility. Only authorized Orange County Fire Rescue employees may procure County logo/emblem items.

B. Authorized County employees will only be allowed to procure County approved uniform items as permitted in Attachment B.

C. Items procured by employees at their expense shall not be listed on same invoices for County account. These items shall also not apply to reconciliation of item allotments.

18. USE OF OCFRD LOGO / INSIGNIA

A. The Contractor agrees to limit the use of OCFRD Logo and/or Insignia to the following:

   a. Used on the County login webpage
   b. For display only in store front located within Orange County
   c. Authorized uniforms for sales to County employees

The County logo shall not be used in any fashion that conveys the County's endorsement of the Contractor's establishment.

ITEMS WITH ORANGE COUNTY FIRE RESCUE LOGOS WILL ONLY BE DELIVERED TO THE CONTRACTOR FACILITY OR ORANGE COUNTY FIRE RESCUE SUPPLY FACILITY. ONLY ITEMS WITHOUT ANY IDENTIFIABLE ORANGE COUNTY FIRE RESCUE LOGO MAY BE DELIVERED/SHIPPED DIRECTLY TO ORANGE COUNTY FIRE RESCUE EMPLOYEES.

ATTACHMENT A
UNIFORM SPECIFICATIONS

1. REQUIREMENTS

Orange County requires first/top quality uniforms. Seconds or irregulars shall not be accepted.

2. SCREEN PRINTING/EMBROIDERY

A. Unit prices bid shall include any and all cost for applicable screen printing as indicated in each individual specification listed herein, including any and all possible set-up fees. All screen printing shall consist of no less than two passes of paint to assure County desired quality.

B. All direct embroidery shall be of high quality appearance for the life of the garment and made with colorfast thread and shall be included in item's bid price.

There shall be no additional charge for any and all artwork required throughout the life of this contract.

3. MEASUREMENTS

A. All measurements (fabric percentages, weights, etc.) stated herein shall be approximate.

4. FINISHING AND PRESSING

All seams shall be surged or finished to prevent fabric unraveling. All stress points and openings shall be bar tacked. All loose threads shall be removed. All garments shall be pressed completely and properly with pant side seam, inseam and seat seam pressed open.

5. MINIMUM SIZES

A. Pants shall be available in men's sizes: Regular rise 20-50 (even sizes only above 38), Short rise 28-40 (even sizes only), and in women's sizes: even sizes from size 6-28, even waist sizes from 26"-42", hip measurements 37"-53" and maternity sizes as needed.

B. All T-shirts, polo shirts, coats, jackets, and sweaters shall be available in x-small through 4x-large.

NOTE: All sizes shall be recognized USA industry standard adult sizes only.

6. HEMMING/ALTERATIONS

Pants and skirts shall be shipped hemmed. Any and all type of alterations shall be included in the cost of the garment and shall be provided by the Contractor upon request. The Contractor shall also provide alteration service for existing uniforms on an as needed basis.

7. SIZE, FABRIC AND CARE LABELS

All garments shall have a permanently attached and readable label stating manufacturer's name, style number, and size. Shirt label shall state neck size and sleeve length, pant label shall state waist and inseam size, coat/jacket label shall state overall size. All garments shall also have a permanently attached and readable care label stating fabric content and complete care instructions.

8. CONTRACTOR'S RETAIL OUTLET

A. The retail outlet shall be open no less than five (5) days per week and (8) hours each day between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, excluding nine (9) County holidays which are approved annually by the County Commission, to provide reasonable periods of time for Fire Rescue Department personnel to be fitted and issued items authorized. This is the Contractor's sole responsibility and the County will not provide office space to meet this requirement.

B. Contractor shall be responsible for making sure that only authorized employees purchase contracted items as specified herein.

C. Upon delivery, all orders shall be carefully pressed, folded in a neat manner and individually packaged by employee name at no additional cost. Name of employee shall appear in bold letters on the front of each package.

ATTACHMENT B
UNIFORMS, FOOTWEAR, BADGES, BANDS AND BRASS

1. PATCHES

It shall be the Contractor's responsibility to supply and professionally sew on all patches, sleeve bands and hash marks as needed for each respective garment. All patches, sleeve bands, and hash marks shall be of high quality appearance for the life of the garment and made with colorfast thread. Unit price shall include any and all cost for affixing patches, sleeve bands, and hash marks to respective garments. All patches, sleeve bands, and hash marks shall be available no later than thirty (30) calendar days after award of contract. See Exhibit A for examples of items 1 and 2. Items 3 through 14 shall be typical industry patches, sleeve bands and hash marks.

Item 1 – O.C.F.R.D. Patch
Item 2 – Explorer Patch
Item 3 – Paramedic Patch
Item 4 – EMT Patch
Item 5 – Metallic ½" Sleeve band (gold & silver)
Item 6 - Hash Mark with one mark
Item 7 - Hash Mark with two marks
Item 8 - Hash Mark with three marks
Item 9 - Hash Mark with four marks
Item 10 - Hash Mark with five marks
Item 11 - Hash Mark with six marks
Item 12 – Hash Mark with seven marks
Item 13 - Hash Mark with eight marks
Item 14 – Maltese emblem (gold & silver)

2. NECK TIE

Samuel Broome or approved equivalent as specified herein.

Item 15 - Men's Neck Tie – Model 90001, 3" x 18" clip-on
Item 16 - Men's Neck Tie – Model 90019, 3" x 20" clip-on
Item 17 - Men's Neck Tie – Model 90072, 3" x 57" neck tie with buttonholes
Item 18 - Men's Neck Tie – Model 90087, 3" x 61" neck tie with buttonholes
Item 19 - Women's Neck Tie – Model 90156, crossover style with covered snap
Minimum Colors/Fabric: Dark navy blue 100% lint free woven textured polyester.

3. SECURITY STYLE SHIRT

Items 20 through 22 – Men's Long Sleeve Security Shirt
Items 23 through 25 – Men's Short Sleeve Security Shirt
Items 26 and 27 – Women's Long Sleeve Security Shirt
Items 28 and 29 – Women's Short Sleeve Security Shirt
Men's – Horace Small 1114/Horace Small 1116 Model (white – long sleeve), (medium blue – long sleeve), HS1210/HS1212 (white – short sleeve), (medium blue – short sleeve) or approved equivalent as specified herein.
Women's – HS1167/HS1169 Model (white – long sleeve), (medium blue – long sleeve), HS1268/HS1270 (white – short sleeve) (medium blue – short sleeve) or approved equivalent as specified herein.

a. Minimum Colors: White, Medium Blue.
b. Fabric: Shall be permanent press, 65% polyester/35% cotton, 4.25 oz. per square yard, poplin weave.
c. Design: Traditional style security style shirt with badge tab, sewn-increases, scalloped pocket flaps and large box-pleated pockets, heavy duty interlining in collars, epaulets, pocket flaps and cuffs.
d. Patches: O.C.F.R.D. patch shall be sewn on left sleeve, EMT or Paramedic patch on right sleeve. Communication, Reserve or Explorer rockers sewn on as needed, as well as, hash marks on long sleeve shirts.

4. WORK DRESS UNIFORM PANT (Not Class A)

Items 30 through 32 – Men's Dress Uniform Pant
Items 33 through 35 – Women's Dress Uniform Pant
Men's Horace Small 2331 and Women's HS2432 or approved equivalent as specified herein.

a. Minimum Colors: Dark Navy
b. Fabric: 75% polyester/ 25% worsted wool, 11 ½-12 oz. per linear yard.
c. Designs: Traditional dress uniform style pant with plain front, quarter top front pockets, watch pocket, two back pockets, 2" waistband, 1" belt loops, and permanent crease in front and rear pant legs.

5. CLASS A UNIFORM DRESS PANTS, SKIRT AND COAT

Items 36 through 38 – Men's Class A Uniform Dress Pant
Items 39 through 41 – Women's Class A Uniform Dress Pant
Men's Flying Cross 32278 and Women's Flying Cross 35291 or approved equivalent as specified herein. Shall match Uniform Dress Coat below.

a. Minimum Colors: Dark Navy Blue
b. Fabric: 55% polyester/45% wool
c. Design: Traditional formal dress uniform style pant, plain front, quarter top front pockets, watch pocket, two back pockets, 2" waistband, 1" belt loops, and permanent crease in front and rear pant legs.

Items 42 and 43 – Women's Class A Uniform Dress Skirt
Women's Flying Cross 38033 or approved equivalent as specified herein. Shall match Women's Dress Coat below.

a. Minimum Colors: Dark Navy Blue
b. Fabric: 100% Performance Poly
c. Design: Fully lined 4 panel skirt design with pockets on each side, 1 ½ wide waistband ¾ belt loops, zipper closure in back front and back darts for flattering fit.

Items 44 and 45 – Men's Class A Uniform Dress Coat
Flying Cross **34892** or approved equivalent as specified herein. Shall match Uniform Dress Pant above.

a. Minimum Colors: Navy Blue
b. Fabric: 55% polyester/ 45% wool, 13.5-14 oz., with rayon satin lining. Color fast and treated to resist perspiration.
c. Design: Semi-fitted style, double breasted with 6-button front, notched lapels and epaulets, plain style front with darts, patch pockets with flaps, 2 lower cut-in pocket with flaps and a badge tab on left above pocket. The shoulders shall have pads and sleeve heads. Body and sleeves shall be fully lined.

Items 46 and 47 – Women's Class A Uniform Dress Coat

Flying Cross Breasted Women's Service Dress Blue Coat 4800SDC or approved equivalent as specified herein. Shall match items 36A and 36B above- Women's Dress Shirts.

a. Minimum Colors: Navy Blue
b. Fabric: 55% Polyester / 45% Wool, with rayon satin lining. Color fast and treated to resist perspiration.
c. Design: Single Breasted, 4 buttons gold or silver, fully lined with peak lapels classic fit and a badge tab.

6. <u>TRU SPEC DRESS PANTS</u>

Items 48 through 50 – Men's and Women's Tru Spec Classic Pant-DN 1187/1192
Tru-Spec 24-7 Series Classic Pants or approved equivalent as specified herein.

a. Minimum Colors: Navy Blue
b. Fabric: 6.5 oz. rip-stop fabric/65% polyester / 35% cotton treated with Teflon
c. Design: Engineered dimensional fit, comfort fit slider waistband, two accessory/knife pockets, two zippered thigh pockets built into the side seams, two side seam pockets covered by vertical zippers are built into the front pockets, 24-7 series bellowed rear pockets, front pockets are 8" deep, YKK brass zipper hardware, and custom TRU-SPEC original Prym snap.

7. <u>WORK PANT</u>

Items 51 through 53 – Men's Work Pant - Fabric: 65% polyester/35% cotton twill blend, 7.8 oz. per sq. yd post cured finish or approved equivalent as specified herein.

Items 54 through 56 – Women's Work Pant - Fabric: 65% polyester/35% cotton twill blend, 7.8 oz. per sq. yd post cured finish or approved equivalent as specified herein.

Men's Blend – HS2361, Women's Blend – HS2434, Men's Cotton – HORACE SMALL, and Women's Cotton – HORACE SMALL or approved equivalent as specified herein **(see note concerning maternity pants below).**

a. Minimum Colors: Navy Blue
b. Design: Pant shall have a plain front with no peg at the hips or baggy seat, two-quarter top front pockets, two hip pockets, 1 ¾" waistband and ¾" belt loops. **<u>Pants shall also be available in maternity pants or adaptable to maternity pants by Contractor</u>.**

8. CONVERTIBLE JACKET with NAMETAPE

Items 57 through 61

Frontline F1003BK Duty Jacket or approved equivalent as specified herein.

a. Minimum Colors: Shell - navy, permanent lining – navy or black, removable liner – navy or black.
b. Fabric: The outer shell shall be two ply air texturized 100% nylon. The fabric shall be finished with a Teflon™ fluorocarbon water and stain repellent finish.
c. The permanent body lining shall be black 100% nylon taffeta, waterproof and breathable.
d. The liner shall be black 100% nylon 70 denier.
e. Design: The jacket shall have storm collar with 2-way zip-to-top of collar, two dual compartment patch pockets, side opening hand warmer pockets, side zippers with adjustable stretch tabs, shoulder straps and badge tab, zip-out liner, knit expansion at armhole, snap-secured sleeves.
f. Patches: O.C.F.R.D. patch shall be sewn on left sleeve, EMT or Paramedic patch on right sleeve.

In addition, nametape with Velcro and two lines of embroidery (employee title and name) shall be affixed to each jacket.

9. V-NECK ALL-AMERICAN MILITARY SWEATER

Items 62 through 64 – Sweater with options as listed below
Items 65 through 67 – Sweater without options

Flying Cross 00700 or approved equivalent as specified herein.

a. Minimum Colors: Police Blue
b. Fabric: 20% worsted wool/ 80% acrylic fiber yarn engineered for easy care and comfort with extraordinary low piling, 5/8" wide cotton woven re-enforcement tape, and 65% polyester/35% cotton, twill weave, weight 8 oz. per sq. yd. elbow and shoulder patch fabric.
c. **Options: Epaulets with Velcro closure, badge tab, name patch**.
d. Patches: Name and rank patch shall be sewn on right side of sweater breast area. This patch shall have navy blue edging and background with name and rank embroidered in either gold or silver thread. Embroidered badge patch, in either gold or silver to match Blackinton B38 badge, shall be sewn on left breast.

10. FORMAL DRESS CAP

Item 68
Keystone R8 Blue Bell Crown and R8B Bell Black Velvet W/Cushion Sweatband XSM-XXXL
(244) style or approved equivalent as specified herein.

a. Minimum Colors: White and Navy Blue
b. Style: Bell Crown cut with gilt oak leaves denoting rank
c. Gold & Silver FD removable button and hat band

d. Black felt band.
e. S-15 visor for Officers Rank

11. BALL CAP

Item 69
PerfectFIT WPL 285 Perfect Flex w/ Sandwich Visor style or approved equivalent as specified herein.

a. Visor: Navy Blue and Red
b. Embroider Front: Orange County Fire
   1. Line 1: ORANGE (white)
   2. Line 2: FIRE (red & larger font)
   3. Line 3: COUNTY (white)

Item 70
Pacific Headwear Adult 121C Brushed Cotton Sandwich Visor Hook and Loop or equivalent as specified herein

a. Visor: Navy Blue and Red
b. Embroider Front: Orange County Fire
   1. Line 1: ORANGE (white)
   2. Line 2: FIRE (red & larger font)
   3. Line 3: COUNTY (white)

12. MAINTENANCE WORK UNIFORM

Items 71 through 73 - Short Sleeve Maintenance Work Shirts as listed below
Items 74 through 76 - Long Sleeve Maintenance Work Shirts

Red Cap SP24NV – Short Sleeve and SP14NV – Long Sleeve or approved equivalent as specified herein.

a. Minimum Colors: Midnight Blue
b. Fabric: 65% polyester/35% cotton blend
c. Patches/Embroidery: O.C.F.R.D. patch shall be sewn on both sleeves, OCFRD Vehicle Maintenance or OCFRD Facilities Maintenance embroidered in white thread above left pocket, and employee's first name embroidered in white thread above right pocket.

Item 77 – 78 – Maintenance Winter Work Jacket
Red Kap JT 22 Slash Pocket Jacket Navy or approved equivalent as specified herein.

a. Patches: O.C.F.R.D. patch shall be sewn on both sleeves

13. ON CALL WORK UNIFORM

Items 79 - 80 - Golf Shirt – Jerzees 437M or approved equivalent as specified herein.

a. Fabric: 50% cotton/50% polyester, 5.6 ounce
b. Design: 2 button placket with pearlized buttons
d. Minimum Colors: Maroon
c. Minimum Sizes: Adult X-Small through Adult XXXX-Large

Orange County Fire Rescue emblem (30,000 stitches) shall be directly embroidered on the left breast. Solid color golf shirts in red, royal blue, or navy shall have white thread color on customization. Solid color golf shirts in white shall have royal blue or navy thread. All threads shall be compatible with the shirt fabric to prevent the material and emblem from bunching.

14. BIKE PATROL UNIFORM

Item 81 - 82 – HI-VIS SS Polo Blauer or approved equivalent as specified herein.

a. Minimum Color: High Visible Yellow
b. Fabric: 100% polyester, Lightweight, moisture wicking polyester and mesh combine to ensure breathability and quick dry comfort, Mesh side panels for breathability and a professional fit, 3MTM ScotchliteTM comfort trim provides breathability for comfort in warm weather.

c. Quarter zip front, knit collar and cuffs, centered mic tab, and extra-long tail stays tucked in.

Item 83-84 – Blauer's FlexForce Zip-Off Bike Pants 8822z or approved equivalent as specified herein.

a. Minimum Color: Dark Navy
b. Fabric: 100% polyester
c. Removable zip-off legs for all season wear, Adjustable taper hem for wear on bike or over boots, Zippered thigh pockets with divided compartments

15. HONOR GUARD UNIFORM

Items 85 through 87 – Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 or approved equivalent as specified herein.

a. Minimum Colors: Navy Blue
b. Fabric: 6.5 oz. ripstop fabric/65% polyester / 35% cotton
c. Minimum Color: Navy

Items 88 - 90 - Tee Shirt - Short Sleeve – Port & Co PC380 or approved equivalent as specified herein.

a. Fabric: Rapid dry 100% polyester
b. Design: Tag-free label, Hemmed Cuff
c. Minimum Colors: Navy, Black
d. Minimum Sizes: Adult Small through Adult XXXX-Large

Items 91 - 92 - Golf Shirt –Ultra Club Cool Polo 8210 or approved equivalent as specified herein.

a. Fabric: 100% polyester mesh pique, 4.4 ounce
b. Design: 3 button placket with dyed to match buttons
c. Minimum Colors: Black and White
d. Minimum Sizes: Adult X-Small through Adult XXXX-Large

Orange County Fire Rescue emblem (30,000 stitches) shall be directly embroidered on the left breast. Right breast shall have 2 lines in gold thread embroidered: Line 1: "Honor Guard" Line 2: First initial and last name of personnel. Solid color golf shirts in black shall have white thread color on customization. Solid color golf shirts in white shall have royal blue or navy thread. All threads shall be compatible with the shirt fabric to prevent the material and emblem from bunching.

Item 93 – Honor Guard Oxford Style Shoe

a. Manufacturer: Bates High Gloss Duty Oxford E22141/E22741 or approval equivalent as specified herein.
b. Color: Black
c. Styles: soft toed oxford style shoe with high gloss uppers, breathable lining, oil-resistant rubberlon outsole.

16. CASUAL WEAR

Items 94 - 101 - Golf Shirt - Port Authority Signature Polo K455/K455LS and TLK455/TLK455LS or approved equivalent as specified herein.

a. Fabric: Rapid dry 60% cotton/40% polyester baby pique, 5.6 ounce
b. Design: 3 button placket with pearlized buttons, hemmed sleeve, double needle stitching, side vents
c. Minimum Colors: Red, Royal Blue, Navy, and White
d. Minimum Sizes: Adult X-Small through Adult XXXX-Large (to include Tall)

Orange County Fire Rescue emblem (30,000 stitches) shall be directly embroidered on the left breast. Right breast shall have 2 lines embroidered: Line 1: Rank Line 2: First initial and last name of personnel. (White thread for all shirts, exception White shirts {Officers} shall be gold thread)

Solid color golf shirts in red, royal blue, or navy shall have white thread color on customization. Solid color golf shirts in white shall have royal blue or navy thread. All threads shall be compatible with the shirt fabric to prevent the material and emblem from bunching.

Items 102 - 107 - Tee Shirt - Short Sleeve - Hanes Heavyweight 5280/518T or approved equivalent as specified herein.

a. Fabric:100% preshrunk cotton, 5.2 ounce Additional percentage variation as needed per color
b. Design: Double-needle stitched hemmed sleeves and bottom, taping shoulder to shoulder
c. Print: White and Gray shirts shall have Navy print, all others White print
d. Minimum Colors: White, Gray, Navy, Red,
e. Minimum Sizes: Adult Small through Adult XXXX-Large (to include Tall)

One color screening printing as follows:
Imprint on back
Line 1: OCFRD (Large print)
Line 2: Duty Respect Integrity

Imprint on front – Logo on left breast and rank on right breast
Imprint on right sleeve – reverse US flag
Imprint on left sleeve – ISO logo

Items 108 – 111 - Tee Shirt - Short Sleeve – Next Level N6210 or approved equivalent as specified herein.

a. Fabric: Rapid dry 60% cotton/40% polyester
b. Design: Ribbed crew neck, lay flat collar, contemporary fit
c. Print: White and Gray shirts shall have Navy print, all others White print
d. Minimum Colors: White, Gray, Navy, Red, Green
e. Minimum Sizes: Adult Small through Adult XXXX-Large

One color screening printing as follows:
Imprint on back
Line 1: OCFRD (Large print)
Line 2: Duty Respect Integrity
Line 3: EXPLORER (Large print) {for Green Shirts only}
Imprint on front – Logo on left breast and rank on right breast
Imprint on right sleeve – reverse US flag
Imprint on left sleeve – ISO logo

Items 112 - 117 - Tee Shirt - Long Sleeve - Hanes Heavyweight 5186/PC61LST or approved equivalent as specified herein.

a. Fabric:100% preshrunk cotton, 5.2 ounce Additional percentage variation as needed per
b. color
c. Design: Double-needle stitched hemmed sleeves and bottom, taping shoulder to shoulder
d. Print: White and Gray shirts shall have Navy print, all others White print
e. Minimum Colors: White, Gray, Navy, Red,
f. Minimum Sizes: Adult Small through Adult XXXX-Large (to include Tall)

One color screening printing as follows:
Imprint on back
Line 1: OCFRD (Large print)
Line 2: Duty Respect Integrity
Imprint on front – Logo on left breast and rank on right breast

Items 118 - 121 - Tee Shirt - Long Sleeve - Next Level N8400/PC55LS or approved equivalent as specified herein.

a. Fabric: Rapid dry 50% cotton/50% polyester
b. Design: Ribbed crew neck, lay flat collar, contemporary fit
c. Print: White and Gray shirts shall have Navy print, all others White print
d. Minimum Colors: White, Gray, Navy, Red, Green
e. Minimum Sizes: Adult Small through Adult XXXX-Large

One color screening printing as follows:
Imprint on back
Line 1: OCFRD (Large print)

Line 2: Duty Respect Integrity
Line 3: EXPLORER (Large print) {for Green Shirts only}
Imprint on front – Logo on left breast and rank on right breast

Items 122 - 125 - Sweatshirt – Jerzees NuBlend 562M/562W or approved equivalent as specified herein.

a. Fabric: 50% cotton/50% polyester 8 ounce low pill fleece
b. Design: Ribbed crew neck collar, cuffs and waistband, and cover seamed neck, shoulders, waistband and armholes
c. Minimum Colors: Navy
d. Minimum Sizes: Adult Small through Adult XXXX-Large

One color screening printing as follows:
Imprint on back
Line 1: OCFRD (Large print)
Line 2: Duty Respect Integrity
Imprint on front – Logo on left breast

Items 126 - 129 - Sweatpants – Jerzees NuBlend 973M/PC90P or approved equivalent as specified herein.

a. Fabric: 50% cotton/50% polyester 8 ounce low pill fleece
b. Design: Two-needle covered elastic waistband with drawstring and elastic cuffs. **No pockets**.
c. Minimum Colors: Navy
d. Minimum Sizes: Adult Small through Adult XXXX-Large

One color screening printing as follows:
Imprint on – Logo on left pant leg

NOTE: ITEMS 122 THROUGH 129 (SWEATSHIRTS AND SWEATPANTS) ABOVE– ONLY THOSE BIDS MATCHING IN BOTH FABRIC AND COLOR SHALL BE ACCEPTED.

Items 130 – 132 - Mesh Gym Shorts with Pockets - Augusta 803 or approved equivalent as specified herein.

a. Fabric: 100% Polyester Mesh
b. Design: 9 “Inseam Full Athletic Multi– Needle waistband with draw cord
c. Minimum Colors: Navy
d. Minimum Sizes: Adult Small through Adult XXX-Large

One color screening printing as follows:
Imprint on – Logo on left pant leg

Note: Print will be Navy Blue in color on White, Gray and Red clothes
Print will be White in color on Navy and Green clothes

17. ALTERATIONS

Item 133 - Contractor shall provide alteration services for existing uniforms on an as needed basis at an hourly rate.

18. BADGES, BANDS AND BRASS

Finishes for Lot 2 - All references to gold shall be, at a minimum, electroplate (deposit of 22 karat plus fine gold over brass) in quality. All references to silver shall be a Rhodium finish. All references to enamel shall be a hard enamel finish.

BADGES, SHIRT

Item 134 – Blackinton B96 in Gold, Gold Electroplated with State Seal or approved equivalent as specified herein.
Item 135 – Blackinton B96 in Silver, Rhodium with State Seal or approved equivalent as specified herein.
No substitutes accepted due to desired uniformity. Florida Seal in center as follows:

a. Lieutenant – Gold
b. Captain - Gold
c. Battalion Chief - Gold
d. Assistant Chief – Gold
e. Division Chief - Gold
f. Deputy Chief - Gold
g. Chief - Gold
h. Firefighter - Silver
i. Engineer – Silver
j. Paramedic - Silver
k. Communications Dispatcher I and II – Silver
l. Communications Supervisor – Gold
m. Chaplain – Gold
n. P.I.O - Gold
o. Fire Inspector – Silver
p. Plans Examiner – Silver
q. Fire Marshal – Gold
r. Assistant Fire Marshal –Gold

Item 136 – Blackinton B2647IN – Honor Guard – Gold – Firefighter Scramble seal

COLLAR BRASS

Blackinton - **BRAND SPECIFIC**

Item 137 – 1 Bugle, A2876 – Gold
Item 138 - 2 Bugles side by side, A2875 – Gold
Item 139 – 2 Bugles crossed, A2874 – Gold
Item 140 – 3 Bugles crossed, A2873 – Gold
Item 141 – 4 Bugles crossed, A4280 – Gold
Item 142 – 5 Bugles crossed, A2871 – Gold
Item 143 – A4216 – Engineer – Rhodium
Item 144 – A2886 – Firefighter – Rhodium
Item 145 – A5598 – Paramedic – 3/16" Cutout Plain – Silver

Item 146 – O.C. – ½" Die Stock - Silver - Pair
Item 147 – F.D. – ½" Die Stock - Silver – Pair
Item 148 – O.C. – ½" Die Stock – Gold – Pair
Item 149 – F.D. – ½" Die Stock – Gold – Pair
Item 150 - O.F.M. – 5/16" Die Stock – Gold and Silver

19. HAT BADGES

Blackinton - **BRAND SPECIFIC**
Item 151 – A2327 Firefighter – Silver
Item 152 - A6864 Engineer – Silver
Item 153 - A2912 Lieutenant – Gold
Item 154 - A175 Captain – Gold
Item 155 - A2911 Battalion Chief- Gold
Item 156 - A2910 Assistant Chief – Gold
Item 157 – B803 Division Chief – Gold – State of Florida seal
Item 158 - B803 Deputy Chief – Gold – State of Florida seal
Item 159 - B803 Fire Chief – Gold – State of Florida seal
Item 160 - A2889 Communication - Gold & Silver
Item 161 – B803 – Honor Guard – Gold – Firefighter Scramble seal

20. HAT BANDS AND BUTTONS

Midway, Waterbury or approved equivalent as specified herein. The hat band goes across the front half of the dress uniform hat and is held on by two buttons, one on each end.

Item 162 – Midway EM 486 Snake Style Hat Band – Gold
Item 163 – Midway EM 485 Snake Style Hat Band – Silver
Item 164 – Waterbury 20968-24-95G Hat Button – Gold
Item 165 – Waterbury 29868-24-05S Hat Button – Silver

21. FOOTWEAR

Item 166 - Oxford Style Shoe

a. Manufacturer: Thorogood Plain Toe Oxford 834-6905 or approval equivalent as specified herein.
b. Color: Black
c. Styles: oxford style shoe with leather upper, comfortable lining, removable high cushioned insole, fiberglass shank, slip resistant and non-marking dual density polyurethane outsole, ISO 9001 and Postal certified.

Item 167 –Oxford Style Shoe

a. Manufacturer: Bates Lites Black High Gloss Oxford E00942 or approval equivalent as specified herein.
b. Color: Black
c. Styles: soft toed oxford style shoe with high gloss synthetic uppers, breathable lining, removable cushioned insole, oil-resistant polyurethane outsole.

22. SOFT– TOED FOOTWEAR

To better service the Fire Rescue Department, supplier shall provide one or more complete manufacturing lines of soft-toed footwear. All soft-toed footwear listed on each manufacturer bid by Contractor shall be made available.

Approved upgraded footwear (Item 167 through 171) will have a flat rate per set paid for by Orange County Fire Rescue with remaining costs to be paid by employee.

In the event that the manufacturer ceases production of selected boots, supplier shall provide a list of boots/shoes matching previous authorized selection to Orange County Fire Rescue representative for selection of replacement footwear

Item 168 – 5.11 Company Boot 2.0 or approved equivalent as specified herein.
a. Manufacturer: 5.11 Model: 12032
b. Color: Black
c. Size: All available in regular and wide

Item 169 – Belleville High Shine Zip Boot or approved equivalent as specified herein.
a. Manufacturer: Belleville Model: TR908Z-WP
b. Color: Black
c. Size: All available in regular and wide

Item 170 – Reebok Tactical Oxford Shoe *(Administrative personnel only)* or approved equivalent as specified herein.
a. Manufacturer: Reebok Model: RB8105
b. Color: Black
c. Size: All available in regular and wide

Item 171 – Reebok Sublite Tactical Boot or approved equivalent as specified herein.
a. Manufacturer: Reebok Model: RB8605
b. Color: Black
c. Size: All available in regular and wide

Item 172 – Ridge 8" Momentum Boot or approved equivalent as specified herein.
a. Manufacturer: Ridge Model: 5008
b. Color: Black
c. Size: All available in regular and wide

Item 173 – Thorogood 8" Side Zipper Work Boot or approved equivalent as specified herein.
a. Manufacturer: Thorogood Model: 834-6888
b. Color: Black
c. Size: All available in regular and wide

ITEM 174 - 178 ARE ALL SOFT– TOED FOOTWEAR (UPGRADE)

Item 174 Bates Raide Waterproof Side Zip Boot or approved equivalent as specified herein.
a. Manufacturer: Bates Model: E05148
b. Color: Black
c. Size: All available in regular and wide

Item 175 Haix Airpower R2 or approved equivalent as specified herein.
a. Manufacturer: Haix Model: 605109
b. Color: Black
c. Size: All available in regular and wide

Item 176 Haix Airpower XR1 or approved equivalent as specified herein.
a. Manufacturer: Haix Model: 605113
b. Color: Black
c. Size: All available in regular and wide

Item 177 Haix Airpower XR2 or approved equivalent as specified herein.
a. Manufacturer: Haix Model: 605118
b. Color: Black
c. Size: All available in regular and wide

Item 178 Thorogood 10" Softstreets Station Boot or approved equivalent as specified herein.
a. Manufacturer: Thorogood Model: 834-6211
b. Color: Black
c. Size: All available in regular and wide

23. STOCK ITEMS

The Contractor shall stock, at a minimum, the following contracted items in the amount listed:

Patches

OCFRD	700
Paramedic	400
EMT	400
Explorer	100

Badges		**Collar Brass**	
Chief	5	Chief	20
Deputy Chief	5	Deputy Chief	20
Division Chief	5	Division Chief	20
Assistant Chief	5	Assistant Chief	30
Battalion Chief	10	Battalion Chief	50
Captain	10	Captain	100
Lieutenant	25	Lieutenant	200
Engineer	50	Engineer	200
Firefighter	150	Firefighter	500
PIO	5	Paramedic	100
		Communication	50
		O.C. – Gold	100
		F.D. - Gold	100
		O.C. – Silver	100
		F.D. – Silver	100

Apparel

Tee Shirts Short Sleeve (assorted sizes, ranks, and colors)	1000
Tee Shirts Long Sleeve (assorted sizes, ranks, and colors)	800
Polo Shirts Short Sleeve (assorted colors)	300
Polo Shirts Long Sleeve (assorted colors)	200
Sweatshirts (assorted sizes)	300
Sweatpants (assorted sizes)	200
Shorts (assorted sizes)	300
Ball caps (assorted adjustable and fitted sizes)	150

NOTE: Contractor shall not be required to re-stock any item during the last three (3) months of any resulting contract. The County commits to purchasing all remaining stocked items at final contract expiration as long as the total for each item does not exceed the required stock amount less any amount purchased during the last three (3) month time period.

EMBROIDERED LOGO



EIGHT COLORS
TOTAL

Borders – Gold
Orange County Fire Rescue letters – white
Leaves and stem – green
Orange – orange
Fire – orange center with red tips
1981 Florida letters – black
Background of enter circle – light gray
Medical Symbol – royal blue star, black staff, gold snake

Blue background fully embroidered under Orange County Fire Rescue white lettering. This logo is approximately 30,000 stitches.

PATCH SIZE: (3.7”W x 4”H)



Left leg-
4” wide
1 color -
white base






OCFRD
Duty Respect Integrity


ORANGE
FIRE
RESCUE
1981
FLORIDA
COUNTY
ISO
CLASS ONE
FIRE DEPARTMENT
OCFRD
Duty Respect Integrity


FIRE INSPECTOR
OCFRD
Duty Respect Integrity


ORANGE
FIRE
RESCUE
1981
FLORIDA
COUNTY
FIRE INSPECTOR
ISO
CLASS ONE
FIRE DEPARTMENT
OCFRD
Duty Respect Integrity



LIEUTENANT

OCFRD

Duty Respect Integrity

ATTACHMENT C
SAMPLE REPORTS

Exceeds Delivery Times

No.	Ordered By	Date Ordered	Item Open & Exceeds Delivery Time	Date Of	Days Unfilled	Estimated Fill Day	Date Shipped
1	Ed Green, Supervisor	3/1/2019	3 pr. Tru Spec Pants Size 40	4/15/2019	46 Days	4/18/2019	Still Open
2	San Reed, FF	3/1/2019	2 Dress Pants Size 38	4/1/2019	32 Days	4/5/2019	4/7/2019
3	Sample	Sample	Sample	Sample	Sample	Sample	Sample
4							
5							
6							

Report will be in Excel Format and serves as an example of data needed.

Proof of Delivery

No.	Ordered By	Items Requested	Date Ordered	Shipped Date	Tracking No.	Method Shipment	Shipped To Location	Signed Received
1	Ed Green, Supervisor	3 (3XL) Polo 4 (3XL) White Tee Shirts Supervisor	3/1/2019	3/4/2019	ZEAT123456789	U.S. Mail	Store Front Company Address	Ed Green
2	San Reed, FF	2 Dress Pants Size 38	3/1/2019	3/4/2019	UAB4567	Fed Ex	123 Superman Lane Orlando Fl. 32807	San Reed
3	Robert Johnson, Stk Clerk	3 pr. Tru Spec Pants Size 40	3/5/2019	3/7/2019	GEU1234	UPS	400 Gaston Foster Rd Supply Orlando, Fl 328087	Robert Johnson
4	Sample		Sample	Sample	Sample	Sample	Sample	Sample
5								
6								

Report shall be in Excel Format and serves as an example of data needed.

ATTACHMENT D
ITEM ALLOTMENT MATRIX

56 Hour Field Personel	
Uniforms	
Items	Amount
BADGE, SHIRT	2
BRASS, COLLAR(SET)	2
BRASS, COLLAR, OC/FD	1
CAP,BALL	1
HAT BADGE	1
*COAT, DRESS	1
HAT, DRESS	1
NAME TAG	2
PANTS, DRESS	1
PANTS, SWEATS	2
PANTS, WORK	3 or 4
SHIRT, GOLF	4
SHIRT, LS **(WHITE OR BLUE)	1
SHIRT, SS **(WHITE OR BLUE)	3
SHIRT, SWEAT	2
SHIRT, TEE	5
SHOES/VOUCHER	1
SHORTS,GYM	2
TIE	1
WINTER JACKET	1
MISCELLANEOUS	
GLASS & STRING, SAFETY	1
POUCH, GLOVE	1

Inspectors	
Uniforms	
Items	Amount
BADGE, SHIRT	2
BRASS, COLLAR (SET)	2
BRASS, COLLAR, OC/FD	1
CAP, BALL	1
HAT BADGE	1
HAT, DRESS	1
NAME TAG	2
PANTS, WORK/DRESS	5
SHIRT, GOLF	4
SHIRT, LS WHITE	5
SHIRT, SS WHITE	5
SHIRT SWEAT	2
SHIRTS, TEE	5
SHOES/VOUCHER	1
SHORTS,GYM	2
TIE	1
WINTER JACKET	1
MISCELLANEOUS	
GLASS & STRING, SAFETY	1

New Recruits	
Protective Clothing	
Item	Amount
BAG, SCBA MASK	1
BAGS,GEAR (SET)	2
BOOTS, BUNKER	1
COATS, BUNKER	2
GLOVES	1
GOOGLE,WILDLAND	1
HELMET	1
HELMET,WILDLAND	1
HOOD, NOMEX	1
NAME, BUNKER COAT	1
P.A.S. TAGS (SET)	1
PANTS, BUNKER	2
PANTS, WILDLAND	1
SCBA MASK	1
COATS, WILDLAND	1
SUSPENDERS	1
UNIFORMS	
BADGE,SHIRTS	2
BRASS, COLLAR (SET)	2
BRASS, COLLAR, OC/FR	1
CAP, BALL	1
HAT BADGE	1
COAT, DRESS, CLASS "A"	1
HAT, DRESS	1
NAME TAG	2
PANTS, DRESS, CLASS "A"	1
PANTS, SWEAT	2
PANTS, WORK	3 or 4
SHIRT, GOLF	4
SHIRT, LS	1
SHIRT, SS	3
SHIRT, SWEAT	2
SHIRT,TEE (GRAY)	5
SHOES/VOUCHER	1
SHORTS, GYM	2
TIE	2
WINTER JACKET	1
VELCRO NAME TAGE	1
MISCELLANEOUS	
GLASSES & STRING, SAFETY	1
POUCH,GLOVE	1
OCRFD CAR DECALS	2
RESCUE STRAP	1

Dispatchers	
Uniforms	
Items	Amount
BADGE, SHIRT	1
CAP,BALL	1
NAME TAG	2
PANTS, DRESS	2
PANTS, SWEAT	1
PANTS,WORK	5
SHIRTS, GOLF	4
SHIRT, LS **(WHITE OR BLUE)	1
SHIRT, SS **(WHITE OR BLUE)	3
SHIRT, SWEAT	2
SHIRTS, TEE	5
SHOES/VOUCHER	1
SHORTS, GYM	2
TIE	2
WINTER JACKET	1

Honor Guard	
Uniforms	
Item	Amount
ASCOT	2
BADGE, SHIRT	2
BELT, PATEN LEATHER	1
BRASS, COLLAR, OC/FR	1
HAT BADGE	1
HAT COBER-VC	1
HAT, DRESS	1
HAT, DRESS, WHITE	1
JACKET,POLY, 100%	1
LANYARD(DOUBLE W/PIPING)	2
LANYARD, FLORIDA-VC	2
NAME TAG	2
PANTS, DRESS, POLY, 100%	2
PANTS, DRESS,POLLY,100% W/RED STRIPED	2
SHIRT,LS WHITE, POLY, 100%	2
SHIRT, POLO,W/NAVY	2
SHOES, GLOSS/VOUCHER	1
SHOULDER BRAID, GOLD	1
TIE	3
TIE TACK-PIN	1
TIE, NECK (CLIP ON)	2

Supply	
Uniforms	
Item	Amount
CAP, BALL	1
PANTS, WORK	5
SHIRT, SWEAT	2
SHIRTS, TEE	5
SHIRT, GOLF	3
SHOES/VOUCHER	1
WINTER JACKET	1

Recruitment Officers	
Uniform	
Items	Amount
ASCOT	2
BADGE, SHIRT	2
BELT, PATEN LEATHER	1
BRASS, COLLAR, OC/FR	1
HAT BADGE	1
HAT, DRESS	1
JACKET,POLY, 100%	1
LANYARD (DOUBLE W/PIPING)	1
LANYARD, FLORIDA-VC	1
NAME TAG	2
PANTS, DRESS, POLY, 100%	2
PANTS, DRESS,POLLY,100% W/RED STRIPED	2
SHIRT,LS **(WHITE OR BLUE)	2
SHOES, GLASS/VOUCHER	2
SHOULDER BRAID, GOLD	1
WINTER JACKET	1
TIE TACK-PIN	1
TIE, NECK (CLIP ON)	1

Vehicle Maintenance	
Uniforms	
Item	Amount
CAP,BALL	1
JACKET, IKE	1
PANTS, WORK	7
SHIRT, GOLF	4
SHIRT, LS DARK BLUE	1
SHIRT, SS DARK BLUE	7
SHIRT, SWEAT	2
SHIRT, TEE	7
WINTER JACKET	1
SHOES/VOUCHER	2

Mail Courier	
Uniforms	
Item	Amount
CAP,BALL	1
PANTS, WORK	5
SHIRTS, SS BLUE	5
SHIRT, SWEAT	2
SHIRTS, TEE	5
SHOES/VOUCHER	1
WINTER JACKET	1

**(WHITE OR BLUE)
**(WHITE OR BLUE)~DISPATCHERS~
*SHIRT, SS, DARK BLUE

Reserves	
Uniform	
Items	Amount
BADGE, SHIRT	1
BRASS, COLLAR, BY RANK	1
CAP, BALL	1
SHIRT BADGE	1
NAME TAG	1
PANTS, DRESS	1
PANTS, SWEAT	1
PANTS, WORK	2
SHIRT, GOLF	2
SHIRT, LS **(WHITE OR BLUE)	1
SHIRT, SS **(WHITE OR BLUE)	2
SHIRT, SWEAT	2
SHIRT, TEE	3
SHORTS, GYM	1
TIE	1
ISSUE BY INCENTIVE (AUTHORIZED)	
CLASS "A" UNIFORM	1
WINTER JACKET	1
NAME TAG	1
BADGE, SHIRT	1
BRASS, COLLAR, OC/FR	1
HAT, DRESS	1
HAT, BADGE	1
SHOES/VOUCHER	1
MISCELLANEOUS	
GLASSES & STRING, SAFETY	1
POUCH, GLOVE	1
OCFRD CAR DECALS	2

SECTION 4
BID SUBMISSION REQUIREMENTS AND DOCUMENTATION

IMPORTANT NOTE:

Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation **shall only be made upon receipt of prior written consent of the County.** *(See: General Terms and Conditions, Article 2, Questions Regarding this Solicitation)*

Bidders are cautioned, when completing your bid, do not attach any forms which may contain deviations from the County's scope of services/specification, terms and conditions or fee schedule as these may conflict with those listed in the County's bid documents(s). Unauthorized modifications or alterations and/or inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

STATEMENT OF NO-BID

The Procurement Division is committed to continuously improve its processes and our goal is to receive maximum participation from the vendor community. If your firm chooses not to participate in responding to this solicitation please email Kathy.Bozeman@ocfl.net, referencing the IFB number, and briefly explain why the decision was made to not participate.

SUBMITTAL LABEL:

In an effort to help promote social distancing measures during the COVID-19 Public Health Emergency, electronic submissions will be accepted by the County.

Firms are **strongly encouraged** to submit responses electronically. Firms will not be permitted to fax or email offers. To maintain a secured sealed process electronic submissions may be made through the Negometrix platform only at: https://app.negometrix.com/buyer/691

If submitting via mail or hardcopy, use the hard-copy label below and place on front of their outer most sealed envelope/package.

DO NOT OPEN - SEALED RESPONSES - DO NOT OPEN
RESERVED FOR PUBLIC BID OPENING

Company: _____

Contact Name: _____

Contact Phone/ Email: _____

Address: _____

_____

CONTACT: **Kathy Bozeman**
IFB NUMBER: **Y20-1047-KB**
TITLE: **Fire Rescue Apparel**

BID DUE DATE: _____

DELIVER TO:

ORANGE COUNTY PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801.

QUALIFICATION OF BIDDERS

BID PACKAGE REQUIREMENTS:

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. Failure to submit the below requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

The Bidder shall submit the following information with the bid. It is recommended to use the list below as a checklist for your bid submittal:

[ ] 1. Reference Documentation Form
(Required)

Bidder shall complete the attached Reference Documentation Form. References shall be for work **substantially similar in scope and magnitude** satisfactorily completed and shall validate the following capabilities and experience:

1. Bidder shall have satisfactorily provided and delivered uniforms to include, embroidery, badges, patches, and shoes to agencies with a minimum of 500 personnel or greater.

[ ] 2. Bidder shall provide a written statement on its letterhead affirming the firm has adequate experience, staff, resources, facilities and equipment, required to successfully perform the work in accordance scope of services herein. Written statement shall confirm retail location or proposed retail location in Orange County Florida.
(Required)

NOTE: The County reserves the right to inspect bidder facilities to ensure compliance with the scope of services herein.

[ ] 3. Bidder shall provide a written statement on its letterhead affirming the firm shall comply with Information Systems and Services Standards (Attachment E)
(Required)

NOTE: The County reserves the right to request 30-days accesses to review and test the Bidder's electronic account management system to ensure compliance with the scope of services herein.

[ ] 4. Bid Response Form
(Required)

NOTE: Each Bidder offering an equal to the brand(s) specified (or if no brand is specified) shall submit with their bid, descriptive literature and/or detailed specifications covering the products offered. Reference to literature submitted with a previous bid shall not satisfy this provision. Bids which do not comply with these requirements may be rejected.

[ ] 5. Acknowledgement of Addenda
(Required if Applicable)

[ ] 6. Authorized Signatories/Negotiators
(Required)

[ ] 7. Drug-Free Workplace
(Required)

[ ] 8. Schedule of Sub-contracting
(Required if Applicable)

[ ] 9. Conflict/Non-Conflict of Interest Form
(Required)

[ ] 10. E-Verification Certification
(Required)

[ ] 11. Current W9
(Required)

[ ] 12. Relationship Disclosure Form
(Required to be Submitted and Notarized)

[ ] 13. Orange County Specific Project Expenditure Report.
(Required to be Submitted and Notarized)

[ ] 14. Agent Authorization Form **(Submit if Applicable)**

[ ] 15. Leased Employee Affidavit **(Submit if Applicable)**

[ ] 16. Information for determining Joint Venture Eligibility (if Applicable)
(Submit if Applicable)

[ ] 17. Contract Y20-1047, Counterpart (1), signed without exception to terms and conditions. Counteroffers shall not be allowed.
(Required)

Failure to submit the above requested information may be cause for rejection of your bid.

BID RESPONSE FORM
IFB #Y20-178-KB

The Contractor shall provide all labor and other resources necessary to provide the goods and/or equipment in strict accordance with the specifications defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	PATCHES						
1	O.C.F.R.D. Patch	5000	ea.	x	$_____/ea.	=	$_____
2	Explorer Patch	500	ea.	x	$_____/ea.	=	$_____
3	Paramedic Patch	2000	ea.	x	$_____/ea.	=	$_____
4	EMT Patch	2000	ea.	x	$_____/ea.	=	$_____
5	Metallic 1/2" Sleeve Band (gold & silver)	300	ea.	x	$_____/ea.	=	$_____
6	Hash Mark with one mark	300	ea.	x	$_____/ea.	=	$_____
7	Hash Mark with two marks	300	ea.	x	$_____/ea.	=	$_____
8	Hash Mark with three marks	200	ea.	x	$_____/ea.	=	$_____
9	Hash Mark with four marks	200	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
10	Hash Mark with five marks	200	ea.	x	$_____/ea.	=	$_____
11	Hash Mark with six marks	100	ea.	x	$_____/ea.	=	$_____
12	Hash Mark with seven marks	100	ea.	x	$_____/ea.	=	$_____
13	Hash Mark with eight marks	25	ea.	x	$_____/ea.	=	$_____
14	Maltese emblem (gold & silver)	300	ea.	x	$_____/ea.	=	$_____
	NECK TIE						
15	Men's Neck Tie – 3" x 18" clip-on _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
16	Men's Neck Tie – 3" x 20" clip-on _____ Manufacture/Model #	125	ea.	x	$_____/ea.	=	$_____
17	Men's Neck Tie – 3" x 57" w/button holes _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
18	Men's Neck Tie – 3" x 61" w/button holes _____ Manufacture/Model #	400	ea.	x	$_____/ea.	=	$_____
19	Women's Neck Tie – Crossover w/ covered snap _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
	SECURITY STYLE SHIRT						
20	Men's Long Sleeve Security Shirt all sizes through 18 ½ _____ Manufacture/Model #	600	ea.	x	$_____/ea.	=	$_____
21	Men's Long Sleeve Security Shirt Size 19 - 19 ½ _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
22	Men's Long Sleeve Security Shirt size 20 and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
23	Men's Short Sleeve Security Shirt all sizes through 18 ½ _____ Manufacture/Model #	1200	ea.	x	$_____/ea.	=	$_____

Company Name_____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
24	Men's Short Sleeve Security Shirt sizes 19 through 19 ½ _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
25	Men's Short Sleeve Security Shirt size 20 and up _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
26	Women's Long Sleeve Security Shirt XS through X-Large _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
27	Women's Long Sleeve Security Shirt XX-Large _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
28	Women's Short Sleeve Security Shirt XS through X-Large _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
29	Women's Short Sleeve Security Shirt XX-Large _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	WORK DRESS UNIFORM PANT (Not Class A)						
30	Men's Dress Uniform Pant (Not Class A) all sizes through 42 _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
31	Men's Dress Uniform Pant (Not Class A) sizes 44 through 46 _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
32	Men's Dress Uniform Pant (Not Class A) sizes 48 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
33	Women's Dress Uniform Pant (Not Class A) all sizes through 18 _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
34	Women's Dress Uniform Pant (Not Class A) sizes 20 and 22 _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
35	Women's Dress Uniform Pant (Not Class A) sizes 24 and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	CLASS A UNIFORM DRESS PANTS, SKIRT AND COAT						
36	Men's Class A Uniform Dress Pant all sizes through 42 _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
37	Men's Class A Uniform Dress Pant sizes 44 through 46 _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
38	Men's Class A Uniform Dress Pant sizes 48 and up _____ Manufacture/Model #	15	ea.	x	$_____/ea.	=	$_____
39	Women's Class A Uniform Dress Pant all sizes through 18 _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
40	Women's Class A Uniform Dress Pant sizes 20 and 22 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
41	Women's Class A Uniform Dress Pant sizes 24 and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
42	Women's Class A Uniform Dress Skirt all sizes through 18 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
43	Women's Class A Uniform Dress Skirt sizes 20 and 22 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
44	Men's Class A Uniform Dress Coat all sizes through 46 _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
45	Men's Class A Uniform Dress Coat sizes 48 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
46	Women's Class A Uniform Dress Coat all sizes through 18 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
47	Women's Class A Uniform Dress Coat sizes 20 and 22 _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	TRU SPEC DRESS PANTS						
48	Men's/Women's Tru Spec 1187/1192 all sizes through 42 _____ Manufacture/Model #	3000	ea.	x	$_____/ea.	=	$_____
49	Men's/Women's Tru Spec 1187/1192 sizes 44 and 50 _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
50	Men's Tru Spec 1187/1192 sizes 50 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
	WORK PANT						
51	Men's Work Pant – 65/35 Twill Blend all sizes through 42 _____ Manufacture/Model #	1500	ea.	x	$_____/ea.	=	$_____
52	Men's Work Pant – 65/35 Twill Blend sizes 44 and 46 _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
53	Men's Work Pant – 65/35 Twill Blend sizes 48 and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
54	Women's Work Pant – 65/35 Twill Blend all sizes through 18 _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
55	Women's Work Pant – 65/35 Twill Blend sizes 20 and 22 _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
56	Women's Work Pant – 65/35 Twill Blend size 24 and up _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
	CONVERTIBLE JACKET with NAMETAPE						
57	Convertible Jacket with Nametape all sizes through XL _____ Manufacture/Model #	350	ea.	x	$_____/ea.	=	$_____
58	Convertible Jacket with Nametape size XXL _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
59	Convertible Jacket with Nametape size XXXL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
60	Convertible Jacket with Nametape size XXXXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
61	Convertible Jacket with Nametape size XXXXXL _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	V-NECK ALL-AMERICAN MILITARY SWEATER						
62	Sweater with options (epaulets with Velcro closure, badge tab, name patch) all sizes through XXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
63	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXL _____ Manufacture/Model #	15	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
64	Sweater with options (epaulets with Velcro closure, badge tab, name patch) size XXXXL and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
65	Sweater without options all sizes through XXL _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
66	Sweater without options size XXXL _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
67	Sweater without options size XXXXL and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
68	Formal Dress Cap W/Cushion Sweatband XSM-XXXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
69	Non Formal Ball Cap Mesh SM/Med or L/XL _____ Manufacture/Model #	1500	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
70	Non Formal Ball Cap Twill Adjustable _____ Manufacture/Model #	500	ea.	x	$_____/ea.	=	$_____
	MAINTENANCE WORK UNIFORM						
71	Short Sleeve Maintenance Work Shirts all sizes through XXL _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____
72	Short Sleeve Maintenance Work Shirts size XXXL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
73	Short Sleeve Maintenance Work Shirts size XXXXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
74	Long Sleeve Maintenance Work Shirts all sizes through XXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
75	Long Sleeve Maintenance Work Shirts size XXXL _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY			UNIT PRICE		EXTENDED PRICE
76	Long Sleeve Maintenance Work Shirts size XXXXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
77	Maintenance Winter Work Jacket all sizes through XL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
78	Maintenance Winter Work Jacket size XXL and up _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	ON CALL WORK UNIFORM						
79	Golf Shirt – Jerzees 437M all sizes through XXL _____ Manufacture/Model #	330	ea.	x	$_____/ea.	=	$_____
80	Golf Shirt – Jerzees 437M XXXL through XXXXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
	BIKE PATROL UNIFORM						
81	Hi VIS SS Polo-Blauer all sizes through XL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
82	Hi VIS SS Polo-Blauer size XXL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
83	Blauer Pants with zip off legs 8822z all sizes through 42 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
84	Blauer Pants with zip off legs 8822z sizes 44 and 46 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
	HONOR GUARD UNIFORM						
85	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 all sizes through 42 _____ Manufacture/Model #	40	ea.	x	$_____/ea.	=	$_____
86	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 44 and 46 _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
87	Men's Tru Spec 24-7 Series Lightweight Tactical Pants 1061 sizes 48 and up _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
88	Tee Shirt - Short Sleeve – Port & Co PC380 all sizes through XL _____ Manufacture/Model #	40	ea.	x	$_____/ea.	=	$_____
89	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXL – XXXL _____ Manufacture/Model #	15	ea.	x	$_____/ea.	=	$_____
90	Tee Shirt - Short Sleeve – Port & Co PC380 sizes XXXXL _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____
91	Golf Shirt –Ultra Club Cool Polo 8210 all sizes through XL _____ Manufacture/Model #	40	ea.	x	$_____/ea.	=	$_____
92	Golf Shirt –Ultra Club Cool Polo 8210 sizes XXL-XXXXL _____ Manufacture/Model #	10	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
93	Honor Guard Oxford Style Shoe _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	CASUAL WEAR						
94	Polo / Golf Shirt - Short Sleeve K455 all sizes through XL _____ Manufacture/Model #	3500	ea.	x	$_____/ea.	=	$_____
95	Polo / Golf Shirt - Short Sleeve K455 sizes XXL – XXXXL _____ Manufacture/Model #	1200	ea.	x	$_____/ea.	=	$_____
96	Polo / Golf Shirt – Short Sleeve TLK455 sizes LT – 2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
97	Polo / Golf Shirt – Short Sleeve TLK455 sizes 3XLT – 4XLT _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
98	Polo / Golf Shirt - Long Sleeve K455LS all sizes through XL _____ Manufacture/Model #	2000	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
99	Polo / Golf Shirt - Long Sleeve K455LS sizes XXL – XXXXL _____ Manufacture/Model #	1200	ea.	x	$_____/ea.	=	$_____
100	Polo / Golf Shirt – Short Sleeve TLK455LS sizes LT – 2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
101	Polo / Golf Shirt – Short Sleeve TLK455LS sizes 3XLT – 4XLT _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
102	Tee Shirts - Short Sleeve 5280 all sizes through XL _____ Manufacture/Model #	7000	ea.	x	$_____/ea.	=	$_____
103	Tee Shirts - Short Sleeve 5280 size XXL	2000	ea.	X	$_____/ea.	=	$_____
104	Tee Shirts - Short Sleeve 5280 size XXXL _____ Manufacture/Model #	500	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
105	Tee Shirts - Short Sleeve 5280 sizes XXXXL and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
106	Tee Shirts - Short Sleeve 518T sizes LT-2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
107	Tee Shirts - Short Sleeve 518T sizes 3XLT-4XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
108	Tee Shirts - Short Sleeve N6210 all sizes through XL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
109	Tee Shirts - Short Sleeve N6210 size XXL _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
110	Tee Shirts - Short Sleeve N6210 size XXXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
111	Tee Shirts - Short Sleeve N6210 sizes XXXXL and up _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
112	Tee Shirts - Long Sleeve 5286 all sizes through XL _____ Manufacture/Model #	3500	ea.	x	$_____/ea.	=	$_____
113	Tee Shirts - Long Sleeve 5286 size XXL _____ Manufacture/Model #	600	ea.	x	$_____/ea.	=	$_____
114	Tee Shirts - Long Sleeve 5286 size XXXL _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
115	Tee Shirts - Long Sleeve 5186 sizes XXXXL and up _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
116	Tee Shirts - Long Sleeve PC61LST sizes LT-2XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
117	Tee Shirts - Long Sleeve PC61LST sizes 3XLT-4XLT _____ Manufacture/Model #	50	ea.	x	$_____/ea.	=	$_____
118	Tee Shirts - Long Sleeve N8400 all sizes through XL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
119	Tee Shirts - Long Sleeve N8400 size XXL _____ Manufacture/Model #	30	ea.	x	$_____/ea.	=	$_____
120	Tee Shirts - Long Sleeve PC55LS size XXXL _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
121	Tee Shirts - Long Sleeve PC55LS sizes XXXXL and up _____ Manufacture/Model #	25	ea.	x	$_____/ea.	=	$_____
122	Sweatshirts all sizes through XL _____ Manufacture/Model #	1000	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
123	Sweatshirts size XXL _____ Manufacture/Model #	500	ea.	x	$_____/ea.	=	$_____
124	Sweatshirts size XXXL _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____
125	Sweatshirts sizes XXXXL and up _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
126	Sweatpants all sizes through XL _____ Manufacture/Model #	1000	ea.	x	$_____/ea.	=	$_____
127	Sweatpants size XXL _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
128	Sweatpants size XXXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
129	Sweatpants sizes PC90P XXXXL and up _____ Manufacture/Model #	75	ea.	x	$_____/ea.	=	$_____
130	Mesh Gym Shorts w/ pockets all sizes through XL _____ Manufacture/Model #	2400	ea.	x	$_____/ea.	=	$_____
131	Mesh Gym Shorts w/ pockets size XXL _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
132	Mesh Gym Shorts w/ pockets size XXXL _____ Manufacture/Model #	400	ea.	x	$_____/ea.	=	$_____
133	Hourly Alteration Fee	225	ea.	x	$_____/ea.	=	$_____
	BADGES, BANDS AND BRASS						
Finishes - All references to gold shall be, at a minimum, electroplate (deposit of 22 karat plus fine gold over brass) in quality. All references to silver shall be a Rhodium finish. All references to enamel shall be a hard enamel finish.							

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
	BADGES, SHIRT						
134	Blackinton B96 in Gold _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
135	Blackinton B96 in Silver _____ Manufacture/Model #	300	ea.	x	$_____/ea.	=	$_____
136	Blackinton B2647IN - Honor Guard – Gold _____ Manufacture/Model #	20	ea.	x	$_____/ea.	=	$_____
	COLLAR BRASS						
137	1 Bugle, Blackinton A2876 – Gold	200	ea.	x	$_____/ea.	=	$_____
138	2 Bugles side by side, Blackinton A2875 – Gold	100	ea.	x	$_____/ea.	=	$_____
139	2 Bugles crossed, Blackinton A2874 – Gold	100	ea.	x	$_____/ea.	=	$_____
140	3 Bugles crossed, Blackinton A2873 – Gold	50	ea.	x	$_____/ea.	=	$_____
141	4 Bugles crossed, Blackinton A4280 – Gold	40	ea.	x	$_____/ea.	=	$_____
142	5 Bugles crossed, Blackinton A2871 – Gold	15	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
143	Blackinton A4216 – Engineer – Rhodium	200	ea.	x	$_____/ea.	=	$_____
144	Blackinton A2886 – Firefighter - Rhodium	400	ea.	x	$_____/ea.	=	$_____
145	Blackinton A5598 - Paramedic 3/16” Cutout Plain – Silver	200	ea.	x	$_____/ea.	=	$_____
146	O.C. – ½” Die Stock - Silver	200	ea.	x	$_____/ea.	=	$_____
147	F.D. – ½” Die Stock - Silver	200	ea.	x	$_____/ea.	=	$_____
148	O.C. – ½” Die Stock - Gold	200	ea.	x	$_____/ea.	=	$_____
149	F.D. – ½” Die Stock – Gold	200	ea.	x	$_____/ea.	=	$_____
150	O.F.M. – 5/16” Die Stock – Gold & Silver	50	ea.	x	$_____/ea.	=	$_____
	HAT BADGES						
151	Blackinton A2327 Firefighter – Silver	100	ea.	x	$_____/ea.	=	$_____
152	Blackinton A6864 Engineer – Silver	30	ea.	x	$_____/ea.	=	$_____
153	Blackinton A2912 Lieutenant – Gold	30	ea.	x	$_____/ea.	=	$_____
154	Blackinton A175 Captain – Gold	30	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
155	Blackinton A2911 Battalion Chief – Gold	20	ea.	x	$_____/ea.	=	$_____
156	Blackinton A2910 Assistant Chief – Gold	10	ea.	x	$_____/ea.	=	$_____
157	Blackinton B803 Division Chief - Gold – State of Florida Seal	5	ea.	x	$_____/ea.	=	$_____
158	Blackinton B803 Deputy Chief - Gold – State of Florida Seal	2	ea.	x	$_____/ea.	=	$_____
159	Blackinton B803 Fire Chief – Gold – State of Florida Seal	2	ea.	x	$_____/ea.	=	$_____
160	Blackinton A2889 Communication – Gold & Silver	80	ea.	x	$_____/ea.	=	$_____
161	Blackinton B803 - Honor Guard - Gold- Firefighter Scramble Seal	20	ea.	x	$_____/ea.	=	$_____
	HAT BANDS AND BUTTONS						
162	Snake Style Hat Band – Gold _____ Manufacture/Model #	100	ea.	x	$_____/ea.	=	$_____
163	Snake Style Hat Band – Silver _____ Manufacture/Model #	200	ea.	x	$_____/ea.	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
164	Hat Button – Gold _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____
165	Hat Button – Silver _____ Manufacture/Model #	150	ea.	x	$_____/ea.	=	$_____
	FOOTWEAR						

To better service the Fire Rescue Department, Orange County is requesting a bid on one or more complete manufacturing lines of soft-toed footwear. All soft-toed footwear listed on each manufacturer bid by Contractor shall be made available.

166	Oxford Style Shoe – Thorogood _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
167	Honor Guard Oxford Style Shoe –Bates _____ Manufacture/Model #	120	pair	x	$_____/pair	=	$_____
168	5.11 Company Boot 2.0 _____ Manufacture/Model #	600	pair	x	$_____/pair	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
169	Belleville High Shine Zip Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
170	Reebok Tactical Oxford Shoe _____ Manufacture/Model #	300	pair	x	$_____/pair	=	$_____
171	Reebok Sublite Tactical Boot _____ Manufacture/Model #	150	pair	x	$_____/pair	=	$_____
172	Ridge 8” Momentum Boot _____ Manufacture/Model #	350	pair	x	$_____/pair	=	$_____
173	Thorogood 8” Side Zipper Work Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
	ITEM 174 – 178 ARE ALL SOFT– TOED FOOTWEAR (UPGRADE) as specified on pages 51 and 52						
174	Bates Raide Waterproof Side Zip Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____

Company Name _____

ITEM NO.	DESCRIPTION	ESTIMATED ANNUAL QUANTITY			UNIT PRICE		EXTENDED PRICE
175	Haix Airpower R2 _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
176	Haix Airpower XR1 _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
177	Haix Airpower XR2 _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
178	Thorogood 10” Softstreets Station Boot _____ Manufacture/Model #	200	pair	x	$_____/pair	=	$_____
179	Expedited Shipping Fee at cost	$100.00	ea.	X	$ 1.00	=	$ 100.00
					TOTAL ESTIMATED BID LINES 1-179	**=**	**$**_____
					TOTAL ESTIMATED BID LINES (1-179) $_____ x 2 YEARS	**=**	**$**_____

Company Name _____

Indicate if items are to be delivered:
via common carrier* ____ or Owned/Hired Vehicle ____

*If delivery will occur via common carrier, insurance requirements are not applicable. If delivery will occur via owned or hired vehicles, insurance requirements are applicable.

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Delivery to be as notified by Orange County. The quantity will depend upon the County's need at the time of request.

Inquiries regarding this Invitation for Bids may be directed to Kathy Bozeman, Purchasing Agent, at Kathy.Bozeman@ocfl.net

BID RESPONSE FORM - CONTINUED
THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

_____

(Street No. or P.O. Box Number) (Street Name) (City)

_____

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email

(Signature) (Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

____ Sole Proprietorship ____ Partnership ____ Non-Profit

____ Joint Venture* ____ Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: _____

* *Joint venture firms must complete and submit with their Bid Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project.* ***If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract****.* ***Individual insurance in the name of the parties to the Joint venture will not be accepted.*** *Failure to timely submit the required form along with an attached formal written and executed joint venture agreement may result in disqualification of your Bid Response.*

REFERENCE DOCUMENTATION FORM

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below.

1. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

   Email Address: _____

2. Company Name: _____

   Owner's Name: _____

   Description of goods or services provided: _____

   _____

   Contract Amount: _____

   Start and End Date of Contract: _____

   Contact Person: _____

   Address: _____

   _____

   Telephone Number: _____

   Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of goods or services provided: _____

_____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

_____

Telephone Number: _____

Email Address: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

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, 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 bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, 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 Florida Statute 893 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, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

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

_____
Bidder's Signature

_____
Date

SCHEDULE OF SUBCONTRACTING, IFB NO. Y20-1047-KB

As specified in the General Terms and Conditions and in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

[ ] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[ ] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

[ ] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

_____
COMPANY NAME

_____
AUTHORIZED SIGNATURE

_____
NAME (PRINT OR TYPE)

_____
TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y20-1047-KB

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No.Y20-1047-KB, Work Uniforms for Fire Rescue**, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

_____

_____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY IS THE PRINCIPAL OR PRIMARY BIDDER

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE: (Agent Authorization Form also required to be attached)

Name of Bidder's Authorized Agent:

_____

Business Address (Street/P.O. Box, City and Zip Code):

_____

_____

Business Phone: ( )_____

Facsimile: ( )_____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

____ YES ____ NO

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

____ YES ____ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

_____

_____

_____

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Signature of Bidder Date

Printed Name and Title of Person completing this form:

_____

STATE OF _____:
COUNTY OF _____:

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

_____
Signature of Notary Public

(Notary Seal)

Notary Public for the State of _____
My Commission Expires: _____

_____
Staff signature and date of receipt of form

_____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?
The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?
Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?
Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?
The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?
Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether

through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the
matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

_____

Name and Address of Principal's Authorized Agent, if applicable: _____

_____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
2. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
3. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
4. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
5. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
6. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
7. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___
8. Name and address of individual or business entity:_____
   Are they registered Lobbyist? Yes ___ or No___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under $50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	**Name of Party Incurring Expenditure**	**Description of Activity**	**Amount Paid**
		TOTAL EXPENDED THIS REPORT	$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

_____ _____

Date Signature of ⌂ Principal or ⌂ Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

_____

STATE OF _____:
COUNTY OF _____:

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

_____
Signature of Notary Public

(Notary Seal) Notary Public for the State of _____
My Commission Expires: _____

_____
Staff signature and date of receipt of form

_____
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating "indirectly with the County Mayor or any other member of the [BCC]" by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means "the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist." *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?
Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?
The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?
In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?
The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:
We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE)_____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

_____ _____

Signature of Bidder Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20___ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

_____

Signature of Notary Public

(Notary Seal)

Notary Public for the State of _____

My Commission Expires: _____

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the bidder is submitting as a joint venture, please be advised that this form MUST be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE BIDDER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: ( ) NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

_____

_____

5. Describe the role of the MWBE / Labor Surplus Area (LSA) Firm (if applicable) in the joint venture: _____

_____

_____

6. Provide a copy of the joint venture's formal written and executed agreement.

7. What is the claimed percentage of ownership and identify any MWBE/LSA partners (if applicable)?

_____

_____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the executed joint venture agreement provided by question 6.)

   (a) Profit and loss sharing:

   _____

   _____

   (b) Capital contributions, including equipment:

   _____

   _____

   (c) Other applicable ownership interests:

   _____

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

   (a) Financial decisions: _____

   (b) Management decisions, such as:

      (1) Estimating:

      _____

      _____

      _____

      (2) Marketing and sales:

      _____

      _____

      _____

      (3) Hiring and firing of management personnel:

      _____

      _____

      _____

(4) Purchasing of major items or supplies:

_____

_____

_____

(c) Supervision of field operations:

_____

_____

_____

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the Bid Response.

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____ Name of Firm: _____

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20___, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

Date _____

State of _____

County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission Expires _____

(Seal)

CONTRACT NO. Y20-1047
FIRE RESCUE APPAREL

This contract is not valid unless bilaterally executed. Subject to mutual agreement Orange County, Florida, hereby enters into a contract subject to the following:

1. Ordering against Contract:

   A. Unless otherwise specified in the Invitation for Bids, the County will place orders by issuance of a numbered Delivery Order against this contract. Each Delivery Order will specify the quantity, description and location for deliver.

   B. The obligations of Orange County under this contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners or other funding source as specified in the terms and conditions.

2. Taxes:

   The County has the following tax exemption certificates assigned.

   A. Certificate of Registry No. 59-70-004K for tax free transactions under Chapter 32, Internal Revenue Code;

   B. Florida Sales and Use Tax Exemption Certificate No. 85-8012622266C-0.

3. Invoicing:

   A. Upon award of the contract the County may remit a pre-payment of $400,000.00 to maintain a supply of commonly ordered goods. The value of goods received and accepted for each month shall be deducted from the County's pre-payment. When the pre-payment is depleted by 75% the contractor shall provide a reconciliation for all goods ordered, delivered and accepted by the County.

   B. The County shall remit payment for the value of goods received and accepted and services rendered in accordance with the bid response form pricing by the submission of a properly executed invoice. Payment will be made to either establish a balance of $0 or true-up expenses with the County's pre-payment must be submitted, in duplicate, referencing this contract number and the Delivery Order to:

Orange County Fire Rescue Supply
400 South Gaston Foster Rd.
Orlando, FL 32807
Phone (407) 254-7774

4. Counterpart (1):
Bidder's Irrevocable Offer and Acceptance

A. The Bidder hereby submits an irrevocable offer in response to **Invitation for Bids No. Y20-1047, FIRE RESCUE APPAREL**, subject to all general terms and conditions and special terms and conditions therein without exception.

B. All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

C. Debarment, Suspension, Ineligibility and Voluntary Exclusion
By executing Counterpart (1) the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

_____
(COMPANY NAME)

BY: _____ (Authorized Signatory

_____ (Name)

_____ (Title)

DATE: _____

NOTICES: _____ (Address)

_____ (Address)

_____ (City, State Zip)

_____ (Phone)

_____ (Email)

5. Counterparts. This Agreement may be executed in two identical counterparts, all of which shall be considered one and the same agreement and shall become effective when both counterparts have been signed by each party and delivered to the other party.

Counterpart (1) shall be executed by the bidder and included in the sealed bid response.

Counterpart (2) may be executed by the County Procurement Division to formalize Acceptance of Bidders Offer and Contract Award.

6. Counterpart (2):
Orange County's Acceptance of Bidder's Offer and Contract Award

A. The County's acceptance of the Bidder's offer in response to our **Invitation for Bids No. Y20-1047, FIRE RESCUE APPAREL - Term Contract**.

B. This contract is effective **_____,** and shall remain in effect through**._____**

C. The estimated contract award for the initial term of the contract is

$_____

D. This is a term contract for the time period specified in the referenced Invitation for Bids, for the products/services covered by this contract. The County is not obligated to purchase any minimum amount of products or services, unless otherwise stipulated in the Invitation for Bids. The bidder is granted authorization to proceed to perform services upon receipt of duly executed Delivery Order.

E. This contract may be renewed upon mutual agreement as provided in the Invitation for Bids. Any amendments to this contract must be in writing and signed by both parties. Such amendment(s) must be signed by the representative of the Orange County Procurement Division to be valid, binding, and enforceable.

F. This contract may be cancelled or terminated as provided for in the Invitation for Bids.

ORANGE COUNTY, FLORIDA

BY: _____
Zulay Millan, Assistant Manager
Procurement Division

DATE: _____

NOTICES: PROCUREMENT DIVISION
INTERNAL OPERATIONS CENTRE II
400 EAST SOUTH STREET, 2ND FLOOR
ORLANDO, FLORIDA 32801
(407) 836- 5635

Orange County, Florida,
Information Technology Standards



1/21/2020

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1.0 Introduction to Orange County IT Standards

This guide provides a framework for documenting policies, business processes, and internal controls used to effectively support the information technology (IT) resources of the government of Orange County, Florida, Board of County Commissioners (County). It explains the role of the County's Information Systems and Services (ISS) personnel in approving, ordering, delivering, and maintaining IT services and products (hardware, software, networks, security, and other IT components) for employees throughout the County. It identifies County-approved products and procedures for acquiring IT systems and services. This guide also establishes County IT standards for use by third-party vendors providing externally hosted systems to various County departments.

The goal of ISS is to build an efficient, effective, and cost-efficient operation with an excellent return on investment by delivering new technologies and a state-of-the-art network server infrastructure. ISS is dedicated to providing prompt problem resolution through the customer service of its Help Desk. ISS seeks to maintain a diverse computing environment designed to meet the requirements of all County departments, while minimizing the risk of data loss or downtime. All computer hardware and software must be approved by ISS prior to purchase.

The ISS Department is comprised of 160+ employees, who are committed to its customer relationship-building attitude. ISS provides a business approach to serving all County agencies, which together form a partnership with ISS personnel to enhance productivity and service to the community.

The following standards apply to any device approved for connection to the County IT network or in use by County employees:

- ISS personnel are responsible for ordering all new computers, software, servers, telephones, and mobile devices for use by County employees. Hardware and software orders arrive at the ISS Warehouse at 3517 Parkway Center Court, Orlando, FL 32808.
- Submit orders by opening a ticket to request the new equipment or software using the Service Center, New Problem/Request email address. Each department authorizes specific individuals, who are responsible for placing new equipment and software orders through ISS. The emails will include pertinent information about the requested item(s). If sufficient details are not included in the initial email request, ISS staff will reach out to gather necessary information for the order. A list of authorized new products for purchase begins on the following page.
- ISS Warehouse personnel are responsible for applying County asset inventory tags to computer components, as necessary, prior to installation of the equipment.
- ISS Support personnel will install all operating systems and software. At the time of installation, ISS Support personnel must receive a copy of all installation software, along with written installation instructions, and licensing documentation. ISS will not install software without proof of licensing.
- All installed computers must, at a minimum, have the following:
  - ISS-installed anti-virus software
  - Computer configuration policy control for group management of devices by Active Directory
  - Remote access only as designated by ISS (ISS prohibits the use of Virtual Network Computing [VNC] and Remote Desktop computing.)
  - ISS-approved remote monitoring and management tools
  - Only ISS personnel shall have administrative rights.
  - Hardware must be a standard supported model
- ISS Enterprise Security is responsible for ISS video service; however, deployment of video equipment on the local government network must be discussed with staff members of the Network Operations Center (NOC) prior to purchase to determine compatibility, bandwidth, network equipment requirements, and installation feasibility.
- Generally, ISS does not support multicast on the County networks, except in specific special cases.

2.0 Authorized Products for New Purchases

This section includes detailed information about products authorized for use with the County's IT Systems.

2.1 Authorized Hardware

Dell Desktop Computer

Dell OptiPlex 7070 Small Form Factor (SFF) (does **not** include monitor or Microsoft Office Software)

- Intel Core i5 Processor
- Windows 10 Professional 64-bit
- 256 GB Solid State Drive (SSD) Hard Drive
- 8 GB Random Access Memory (RAM)
- USB Keyboard and Mouse
- Display Port to DVI Adapter 6' Cable
- 3-Year Onsite Hardware warranty

Dell Precision CAD Workstation

Dell Precision T3431 SFF (does **not** include monitor or Microsoft Office Software)

- Intel Core i7-9700 Processor
- Windows 10 Professional 64-bit
- 32GB RAM
- 512GB SSD Hard Drive
- NVIDIA Quadro P1000 4GB, (4 mDP) Video
- DVD RW Optical Drive
- USB Keyboard and Mouse
- 3-year Onsite Hardware warranty
- StarTech Mini DP to DP 1.2 4k 6' Cable (Included separately)

Dell Latitude Laptop

Dell Latitude 5400 Laptop (does **not** include Docking Station, Case, or Microsoft Office Software)

- Intel Core i5
- Windows 10 Professional 64-bit
- 14.0" FHD (1920 x 1080) Non-Touch Anti-Glare LCD
- 256 GB SSD Hard Drive
- 8 GB RAM (16GB Optional)
- **NO** DVD-ROM Drive
- 3-Year Absolute Resilience Protection
- 3-Years Onsite Harware warranty
- Optional Accessories (must be explicitly requested)
    - Dell WD19TB Docking Station
    - Dell KM717 Premier Wireless Keyboard/Mouse Set
    - Pro Briefcase 15 Carrying Case
    - Backpack Case

Dell Windows Tablet (Does not include Docking Station, Case or Office Pro Software)

Dell Latitude 7200 2-in-1 Laptop

- Intel Core i5
- Windows 10 Professional 64-bit
- 12.3" FHD Touch (1920x1280) Screen
- 256 GB SSD Hard Drive
- 8 GB RAM
- Qualcomm Snapdragon X20 LTE (DW5821e)
- NO DVD-ROM Drive
- 3-Year ProSupport Plus
- 3-Year Absolute Resilience Protection
- Dell Active Pen/Stylus
- Dell Travel Keyboard
- Universal Docking Station and Targus Rugged Case (Optional Accessories)

2.2 Authorized Software for Desktops and Laptops

- Microsoft Windows 10 Pro Operating System CD Package
- Internet Explorer 11 and Google Chrome (**Note:** Browser customizations are unsupported)
- Microsoft Office 2019 Pro Plus (can be downgraded to Microsoft Office 2016 or 2013 Pro
- All Microsoft Office applications on the same PC must have matching software versions (i.e., Project, Visio, Word, Power Point, Access, etc.).
- Microsoft Visio 2019 Pro/Standard (Can be downgraded to Visio Pro/Standard 2016 or 2013)
- Microsoft Project 2019 Pro/Standard (Can be downgraded to Project Pro/Standard 2016 or 2013)
- Microsoft Visual Studio 2019 Pro (Can be downgraded to Visual Studio Pro 2016 or 2013)
- ISS Desktop Support must pre-approve any application requiring the use of Active X controls. At a minimum, the application must meet the following criteria:
  - It must be an .MSI file with silent installation/distribution from the command line.
  - It must install and operate without end-user administrator permissions.
- Java 1.8.25 – Only supported version of Java
- Silverlight – latest version
- Bomgar or WebEx for remote access

2.3 Authorized Network Connectivity

- AT&T Wireless AirCards
- Cisco AnyConnect VPN Client
- Hosted applications must be accessible from devices with automatically assigned network settings. (Dynamic Host Configuration Protocol (DHCP) should supply all settings. Fixed addresses are not allowed.)

For all devices joined to our domain (this also applies to "vendor supported" devices and applications):

- ISS must install the Operating System and software on the device.
- ISS must receive a copy of all software and installation instructions.
- Hardware must be a standard supported model (see also hardware section, for example Optiplex 7040, 7050, 7060).
- KACE or SCCM management client and Antivirus software must be installed.
- PGP is required on all laptops.

- The device must receive Windows updates and computer configuration changes via Active Directory policies.
- Only ISS personnel shall have administrative rights.
- VNC and Remote Desktop are not permitted.

2.4 Authorized Client Based Databases

- Oracle (network based database)
- SQL Server (network based database)

2.5 Authorized Mobile Devices

ISS personnel are responsible for placing orders for all new phones and mobile devices. Individual departments may purchase chargers, holsters, rugged cases, and other accessories, along with other office supplies. Department manager approval is required for all mobile device requests.

Conventional Phones

Legacy phone with data & texting disabled

- Kyocera DuraXE
- Sonim XP5
- LG B471 Flip (No Camera)

Android Phones

County Android phones must run Android Version 8.0 or above.

- Samsung Galaxy S9
- Samsung Galaxy S10

Tablets

- Samsung Galaxy Tab S4 (Cellular)
- Samsung Galaxy Tablet S5E (WiFi only)
- iPad (6th Generation)

2.6 Authorized Peripherals and Accessories

Black and White LaserJet Printers

- HP LaserJet Pro 404n (500 to 2,000 pages per month) < 4 users
- HP LaserJet M506dn or M507dn (5-10 people, 1,500 to 5,000 pages per month + secure printing)
- HP LaserJet M608dn (10-25 people, 5,000 to 16,000 pages/month + secure printing)

Color LaserJet Printers

- HP Color LaserJet Pro M454 (750-4,000 pages per month, small paper tray)
- HP Color Laserjet Enterprise M652dn (2,500 to 17,000 pages/month + secure printing)

HP Multi-Function Devices (MFD) (Print/Scan/Copy)

- HP MFP M428fdn (750 to 4,000 pages per month, B/W)
- HP color MFP M281fdw (1 or 2 people, occasional scanning)
- HP color MFP M479fdn (750 to 4,000 pages per month)
- HP color MFP M577dn (2,000 to 7,500 pages per month)

Specialty Printers

- Label Printers: Zebra
- Badge Printers: Fargo Model HDP6600
- Note: *Zebra printers are label printers for Pharmacies and the Fargo printers are HR printers for ID badges.*

Large Copiers (Full Sized, often leased) – Vendor Supported

- Toshiba Copiers
- Canon Copiers

Scanners (all come with Adobe Acrobat and Automatic Document Feeders [ADF])

- Fujitsu ScanSnap iX1500 (30 pages per minute [ppm], 50 sheet ADF, Connected via USB)
- Fujitsu fi-7160 (60 ppm-mono and color, 80 sheet ADF, Connected via USB
- Fujitsu N7100 (25ppm, 50 sheet ADF, Networked)

Note: Printers must use Original Equipment Manufacturer (OEM) toner cartridges only.

Note: ISS must review and approve Desktop, Copier, and combo unit purchases used for printing from the PC. Contact *SupportCenter@ocfl.net* for more information and assistance.

3.0 Unsupported Products

3.1 Unsupported Hardware

- Pentium dual-core and older desktop systems, Optiplex 755, 960, 990, 9010
- Latitude D-series Laptops, Latitude E6500, E6510, E6520, E6530, E65xx
- Non-Dell PCs
- Wireless keyboards and mice (except conference rooms)
- Desktops and Laptops over 5 years old
- See also *Section 3.4, Peripherals and Accessories*.

3.2 Unsupported Software

- MS Office platforms prior to Office 2013 (including Visio & Project)
- Non MS Windows-based operating systems
- Safari Web Browser
- MS Office plug-ins or VBScripts
- Windows Applications from the Windows App Store
- Freeware
- Microsoft Windows 7, XP, 98, 95 and 3.5.1 are no longer Orange County Standard (No new applications can be purchased for Win 7 computers)
- Freelance
- SHL Vision & Vision Express, WIN9x/WINNT/UNIX
- Reflections

3.3 Unsupported Client Databases

- No client-based databases are supported (e.g., Microsoft Access, Filemaker Pro)

3.4 Unsupported Peripherals and Accessories

- Inkjet printers
- Printers over 7 years old
- Scanning to multiple folders per device
- Address books in scanners/copiers (users manage their own)
- Personal (non-County) mass storage devices (hard drives, thumb drives, etc.)

4.0 Prohibited Products

4.1 Prohibited Hardware

- Non MS Windows-based PCs, laptops, and tablets
- Recycled, Remanufactured, and non-OEM toner Cartridges
- Refurbished PCs
- Personal (non-County) computing equipment
- Any network (voice or data) device not operated, administered, or expressly approved by ISS
- Any internet access device not operated, administered, or expressly approved by ISS
- Donated and vendor-provided PCs that do not meet County standards

4.2 Prohibited Software

Note: This list is not all inclusive of prohibited software. If you have questions concerning a specific application, please open a ticket or contact the Desktop Support Supervisor.

- Microsoft Internet Explorer version 10 and below
- Server software is not permitted on workstations (SQL server, print servers, web server, file sharing)
- Cloud-based collaborative software (data must be stored within our datacenter).
- Personal Software (purchased for non-commercial use)
- Firefox, Opera, Vivaldi Web Browsers
- Chrome extensions
- Any Alpha, Beta, Shareware, Trialware software not operated, administered or expressly approved by ISS and Purchasing.
- Anti-virus products not operated or administered by ISS
- Personal firewall products
- Network scanning tools
- Remote access software other than that ISS explicitly authorizes
- Desktop sharing, remote control, or remote communications software such as Remote Desktop
- Web page editing tools (without prior approval)
- Software coding tools (without prior approval)
- User installed screen savers
- Games
- Third Party Desktops
- Disk Compression
- Non-Static BITMAP Backgrounds or screen savers
- iTunes or other content sharing applications
- P2P software
- MS Access Run-time Libraries

4.3 Prohibited Network Protocols

- NETBUI
- AppleTalk
- Any network (voice or data) software or service not operated, administered or expressly approved by ISS.
- Any Internet access service not operated, administered, or expressly approved by ISS.

4.4 Prohibited Peripherals and Accessories

- Portable music devices
- Webcams
- Printer sharing through a PC
- Wireless printing

5.0 Standards for In-House Servers and Server Operating Systems

The following server standards apply to all servers on the Orange County network maintained by County ISS personnel:

- Only ISS personnel shall have administrative rights to server-class devices.
- All servers shall operate in a VMWare-based virtual environment. The ISS Infrastructure Manager must approve in writing any exceptions to this rule prior to project implementation.
- Any device that cannot run in a VMWare-based virtual environment ("stand-alone") must have hardware and software approved by ISS Infrastructure Manager prior to its connection to the County network.
- All servers will comply with ISS standard resource configurations. The ISS Infrastructure Manager must pre-approve any deviation from this standard and may incur additional costs.
- No server shall be configured as a 'file share'. File storage shall be NAS based.
- In addition to the requirements listed above, all stand-alone devices must, at a minimum, meet the following requirements:
  - Be installed at the County Data Center (RCC)
  - Be rack-mountable
  - Only run server-class operating systems
  - Be configured for out-of-band management and have remote monitoring software installed
  - Meet ISS minimum hardware requirements including, but not limited to:
    - Dual power supplies
    - Dual NIC's
    - Dual processors
    - Dual HBA's
    - Dual hard drives, redundant array of independent disks (RAID) configurable for boot drive
    - Use storage area network (SAN) for attached storage devices

The following lists the default standards used for specific server operating systems:

5.1 Microsoft Windows-Based Server Requirements

In no case shall an operating system be installed that is not under current manufacturer support (typically this is N-2 for Microsoft operating systems).

- The Boot partition "C Drive" shall be 40 GB (Thin Provisioned).
- The Data partition shall be 40GB to 100 GB (Thin Provisioned).
- 8 GB RAM
- The C: drive will contain only the operating systems. Databases must reside on separate servers from that of application or Web servers.
- Application, service, or vendor accounts will not be members of the domain administrator's group.
- Application, service, or vendor accounts will not be in the local administrator's group for any server.
- Applications must run as a service. ISS prohibits applications that require a user account to remain logged in.

5.2 Linux-Based Server Requirements

- RHEL 7 or greater, kernel 3.0 or greater, 64 bit architecture
- 40 GB Boot partition
- 4 GB memory
- Applications will **not**:
  - Have a web interface that allows users to access the system as a privileged account.
  - Run root processes.
  - Be installed in any file system that is part of root.
  - Write log files to any file system that is part of root.
  - Update root system's files during installation.
- Applications will be installed using a unique user ID and unique group ID.
- Purge application and system logs, as needed.
- Disable Telnet and the "r" commands on all Linux servers.
- .rhost file is not available.

5.3 Oracle-Based Server Requirements

- County-supported Oracle versions are: Oracle Enterprise Edition current version or 2 versions prior that is supported by Oracle.
- County-supported environment for Oracle databases is RHEL Linux.
- Database setup shall be compliant with Oracle's Optimal Flexible Architecture (OFA) file naming conventions
- Applications must be installed under separate schema not requiring Database Administrator (DBA) privileges or DBA type privileges. Applications will not require or use the Linux Oracle account.
- Applications will provide a security module to manage user IDs and permissions.
- Applications shall support Orange County's Encryption policy's weather at table space or column level for Sensitive/Protected data without impacting performance.
- Application vendors shall identify and document Sensitive/Protected data field/s as defined in Orange County Security Standards Policy.
- Application vendors shall provide all database creation scripts and any other required scripts to build, maintain, and support the database environment.
- Application vendors shall provide all documentation related to all database creation scripts and any other required scripts to build, maintain, and support the database environment.
- ISS personnel shall install databases using vendor provided scripts, initialization parameters, and any special performance related parameters.
- Oracle's Administrator (SYSADM) account must not be required for software to operate.
  NOTE: If SYSADM privileges are required for installation, a County Database Administrator shall perform the installation vendor supplied scripts under the application vendor's direction.

5.4 Microsoft SQL-Based Server Requirements

- County-supported Microsoft SQL Server versions are: MS SQL Server Enterprise Edition current version or 2 versions prior that is supported by MS.
- Database installations must be on a separate server from the application executables and support files. Database installations cannot be installed to the C: drive of the Windows Server. Applications will allow the ISS Database Administrator to specify the drives and directories where the database files will reside.
- MSDE, SQL Server Express, or MS Access based software are prohibited.
- Applications must support SQL Servers Integrated Security model.
- Applications shall support Orange County's Encryption policy's weather at table space or column level for Sensitive/Protected data without impacting performance.
- Application vendors shall identify and document Sensitive/Protected data field/s as defined in Orange County Security Standards Policy.
- Applications must contain a security module to manage user ID's and permissions, with no blank or hard-coded passwords allowed.
- Applications shall support a Cluster aware environment.
- ISS prohibits use of applications that create, update, or delete of any files on the database server outside the constructs of the database engine.
- ISS prohibits use of applications that create new databases or persistent database objects as part of its operation.
- Applications shall support application database backups/restores using the County's Enterprise Backup Tool. Currently, the County standard is CommVault's Galaxy iData-Agent for SQL Server.
- Applications must provide an audit mechanism to record the date, time, and user id that last modified a given row in an application table.
- Applications must utilize database referential integrity.
- Server Administrator privileges are not permitted.

NOTE: If Server Administrator privileges are required for installation, an ISS Database Administrator shall perform the installation.

6.0 Network Systems Requirements

6.1 Protocol Node Names and Addresses

- The ONLY protocol allowed on the County Data Network is the Internet Protocol referred to as Internet Protocol (IP) or Transmission Control Protocol/Internet Protocol (TCP/IP) Version 4.
- There can be only one unique address for each node on the network. Node naming and addressing conventions will conform to the guidelines established here.
- The NOC assigns all addresses for all devices connecting to the County Network. All IP addresses must conform to R.F.C. 1918:

  10.0.0.0 - 10.255.255.255/8

  172.16.0.0 - 172.31.255.255/12

  192.168.0.0 - 192.168.255.255/16

- The NOC maintains an addressing plan and uses the plan to assign addresses. The Internet Addressing Authority, a private entity, assigned a block of addresses for the County. The NOC will maintain and assign these addresses, as needed.
- Use of Registered Internet addresses on the County network is not allowed.
- All network numbers for "special function" TCP/IP networks will be assigned by the NOC.
- No INTERNET connections are allowed from any node, modem, or communications device on the network without NOC and Enterprise Security approval.
- A network-wide, shared-use Internet connection is available to all entities.
- TCP/IP DOMAIN NAME SERVERS (DNS) are an alternative to local administration and maintenance of a "hosts" file. Any Divisions, Elected Officials, or agencies wishing to use the DNS may send a list of IP addresses to be included in the DNS to the ISS Service Center, (407-836-2929 or 6-2929), which will be routed to the NOC staff.
- Entities who have dedicated network staff and wish to be assigned their own IP address space will request the assignment from the NOC through the ISS Service Center, (407-836-2929 or 6-2929). These entities will provision their own DNS and be responsible for administration of their own IP address spaces (as assigned by the NOC for the agency to administer).
- Only routed networks with at least 254 IP nodes are eligible for this option. DHCP is provided by the NOC.
- No shared device (printer, server) may use a DHCP address. Static IP addresses are available in limited amounts on request.

6.2 Bridges, Routers, and Gateways

- Routers are required at points in the network where traffic control and/or broadcast domain segmentation needs exist.
- Routers are required on all Wide Area Network connections.
- Protocol conversion is not supported on this network, as one common protocol (TCP/IP) is standard for all nodes.

6.3 Network Security

- All default accounts on all processors connected to the network will either be disabled or have the default password changed. No accounts are allowed without passwords.
- The default "privileged password" on all network electronics will be changed.
- All dial-up access must be provided through secure access servers. No direct access via dial-up lines is allowed on any type of device, processor, terminal, server, or PC connected to the network.
- The NOC provides and maintains a secure access server for Dial-up use. Contact the ISS Service Center (407-836-2929 or 6-2929) for remote access authorization by the Enterprise Security

Team.

- The requesting department will provide the hardware & software for the employee's home use, unless the employee provides their own.
- Vendor field service will have remote access through NOC provided access servers. VPN access is available for use.
- No entity on the network shall make any connection to the Internet, dial-up service, wireless provider, or wireless access-point without written permission from the ISS Enterprise Security Team and Network Operations.
- An Internet gateway is provided for all entities on the network to use.
- Any entity that directly connects their network to the Internet may not remain connected to the County network, due to security risks. If the Internet connected entity supplies, at their own expense, an acceptable Firewall between their networks and the County networks, the County network connection can resume via the Firewall provided.

Wireless Local Area Network (LAN) (Ethernet) Security

- All 802.11x wireless LANs must use a DOT1X supplicant for network admission control.
- All 802.11x clients must use VPN triple Data Encryption Standard (DES) or Advanced Encryption Standard (AES) encryption. Client authentication via RADIUS server is required. The RADIUS server is provided and administered by ISS Enterprise Security.
- All access points attached to the County network must be Lightweight Access Point (LWAP). (No stand-alone access points are permitted)

Wireless Wide Area Network (WAN) Security

- The County maintains a contract with a wireless provider. A gateway is available for connecting to the contracted wireless provider. The County prohibits access to the network using any other wireless provider.

6.4 Network Components

Transmission Media

- Fiber-optic, Category 5, 5e, and 6, and Category 3 Unshielded Twisted Pair (UTP), Shielded Twisted Pair (STP), and radio (802.11x) are all permitted for IP data communications in the network.

Transmission Methods

- Optical, metallic cable, leased data circuits (analog, digital), private (analog, digital), and wireless (802.11x) are all permitted for IP data communications in the network.

Supported LAN Types

- ETHERNET, 802.3, 10 BASE T, 100 BASE TX, 100 BASE FX, 1000 BASE xx (Gigabit), 802.11x (wireless Ethernet), 10 GIGABIT.
- Etherchannel: The only Etherchannel protocol supported by the County is 802.3ad Link Aggregation Control Protocol (LACP).

6.5 Network Circuits

- The NOC will design all WAN networks and, if required, procure leased data communications circuits from the Carrier.
- The NOC will act as the central point of contact between all entities using WAN circuits.
- The NOC will be notified by the affected entity and/or the ISS Service Center of service affecting WAN outages.
- The ISS Service Center (407-836-2929 or 6-2929) and the NOC will be responsible for coordinating successful repair of WAN circuits.
- The NOC will be responsible for ordering the disconnection and termination of leased data circuits upon notification by the customer.
- Critical LANs and/or WANs may be designed with duplicate, automatic, redundant circuits and

electronics to provide automatic recovery of data communications.

- Circuits leased by any entity (other than the County) will be managed by that entity's technical staff.
- A Remote Site is available for recovery of certain critical applications and County networks in the event of a formally declared disaster. This site is located in Tallahassee at the Northwest Regional Data Center. (NWRDC). The NWRDC is permanently connected to the County networks, and is available and operational 24 x 7 x 365.

6.6 Network Installation

- In situations where installation of network equipment by one entity may affect customers from other entities, the installation will be jointly coordinated by representatives of the NOC and the other entities.
- The NOC will design and install all LAN and WAN networks, except in special circumstance.

6.7 Network Trouble Reporting

- Customers exclusively confined to applications delivered by networks supplied by the NOC will call or e-mail the ISS Service Center (407-836-2929 or 6-2929) to report trouble, request service, and get technical advice. The ISS Service Center will screen all calls, resolve any problems it is able to resolve with ISS Service Center staff, and refer unresolved network problems to the NOC.
- Customers exclusively confined to applications on networks supplied by other entities will call that entity's network staff to report trouble, request service, and get technical advice.
- Customers on a mix of processors and networks supplied by the NOC and other entity's processors and networks will call the ISS Service Center (407-836-2929 or 6-2929) to report trouble, request service, and get technical advice.
- The NOC employs a variety of network management and troubleshooting tools and systems. These network management systems are used by the NOC staff to test, troubleshoot, and diagnose all devices attached to the network.
- All LAN equipment attached to the network must support Simple Network Management Protocol (SNMP) and/or SNMP-2. Remote Monitoring (RMON) is also allowed, but not instead of SNMP. RMON is in addition to SNMP. Older equipment not supporting these standards will be phased out. The NOC is the only organization permitted to run SNMP on network equipment.
- Network problems that can be repaired by the NOC will be scheduled in a repair queue. Repair priority is based on the severity of the problem and quantity of customers affected.
- All devices attached to the network must have at least a minimum SNMP profile entered, consisting of the entity's name, address, and technical support staff phones number(s). This will assist NOC staff in locating the network on which the equipment is located, when troubleshooting.

6.8 Network Performance Management

- The NOC is responsible for monitoring all LAN and WAN performance. This includes all SNMP and RMON.
- Only NOC staff members are allowed to run SNMP/RMON on network devices.
- The NOC will redesign networks, which sustain traffic loads that adversely affect customer interactive response times and/or reliability.
- The NOC will assist other entities with managing the performance of their networks as requested.

6.9 Network Documentation

- Each entity on the network will provide the NOC with a current diagram of network topology, equipment location, and configuration (including building address and floor location).
- The NOC will provide a diagram of the network as well as tables and listings of all physical and logical components to any approved requesting entity.

- Each entity on the network will provide on-going, updated information to the NOC reflecting components, circuits, and logical changes.
- The NOC will add this information to its diagram and database, and will provide the revised network documents to all requesting entities.

7.0 IP Telephony Standards

- The definition of IP telephony is telephones and a Private Branch Exchange (PBX) with an integral Ethernet Network Information Card (NIC) using the Internet Protocol to communicate.
- All telecom related applications must be certified under the Avaya DevConnect program and compatible with the County's current level of Avaya Communications Manager for the appropriate site.
- The Telecom Unit must approve all peripheral applications, or software, prior to purchase.
- IP phones must derive their electrical power from the CAT-5e Ethernet cable. (POE type-1, 802.af standard)
- Ethernet switches in the closets will be used to provide in-line DC power through the CAT-5e patch panels.
- All Ethernet electronics used in this configuration will have a UPS attached.
- If the IP phone has a provision to connect the desktop PC into the same Ethernet as the phone, then the IP phone must use Ethernet switch technology. Use of a hub/repeater is not allowed.
- IP phones must operate in a separate subnet from the attached PC.
- IP phone packets will be given the highest priority of all IP communications traffic on the LAN. Other non-telephony applications will have their "IP Precedence" bit modified at the Ethernet switch to conform to this standard.
- IP phone access to the network through the internet provider will use the ISS provided VPN services.
- Direct access to internal devices is prohibited.

8.0 Externally-Hosted System Standards

This information is for all vendors, networks, systems, and applications that will transmit, process, store, or handle electronic data provided by County.

8.1 Data Input and Processing

- Any use of Social Security Number information shall adhere to and abide by Florida Statutes, specifically F.S. 119.071, which provides detailed guidelines on usage of Social Security Numbers.
- The hosted application shall not have access to Social Security information.
- The hosted application shall not have access to data containing bank information.
- The hosted application shall not have nor be granted direct or indirect access to the County's Active Directory user names.
- The hosted application shall not have access to the County's internal or DMZ networks.

8.2 Data Storage and Handling

- The provider shall encrypt any data accessible from the hosted application meeting the following criteria at rest and in transit:
  - Names
  - Addresses
  - Phone numbers
  - Email addresses
  - Birth dates
  - Federal/state/local documents numbers
  - Account numbers
  - Race or religious information
  - User names
  - Passwords
  - Employee identification numbers
  - All Health Insurance Portability and Accountability Act (HIPAA) information
  - All Purchase Card Industry Data Security Standards (PCI DSS) information
- Any data, accessible from the hosted application or directly accessible from it, should be encrypted.

8.3 Transmission of Data

An encrypted tunnel must be used to transmit any data referenced above.

8.4 Disposal of Data

When no longer needed, or when data must be removed from the system, it shall be sanitized and disposed of using one of the methods listed below:

- **Sanitization** – Overwriting data previously stored on a disk or drive with a random pattern of meaningless information
- **Destruction** – Physically damaging a medium, so that it is not usable by any device that may normally be used to read information on the media, such as a computer, tape reader, audio or video player
- **Purging Data** – Using a strong magnetic device, such as a degausser, to render data unrecoverable

8.5 External Audits

- The vendor must ensure that the web hosting environment and application is secure using IT security best practices.
- The external service, system, and application must pass a yearly penetration test performed by ISS personnel.

9.0 Data Center Standards

In addition to standards outlined in *5.0, Standards for In-House Servers and Server Operating Systems*, the following requirements apply to hardware installed in an Orange County Data Center, such as, network switches, appliances, servers, storage arrays, etc. These requirements apply to orders placed by Orange County personnel, vendor special orders, and orders placed by RCC tenants:

- Standard rack configuration is 42U
- PDU orders need network monitoring (smart PDU) for rack
- Mounting hardware for racks should be included in order
- Dual power supplies for all equipment
- Dual NIC cards for any hardware needing to connect to network

10.0 Acronyms

ADF	Automatic Document Feeder
County	Government of Orange County, Florida, Board of County Commissioners
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name Server
DVI	Digital Visual Interface
DVD+/-RW	Digital Versatile Disk-Rewritable
GB	gigabyte
ISS	Orange County Information Systems and Services
IP	Internet Protocol
IT	Information Technology
NOC	Network Operations Center
OEM	Original Equipment Manufacturer
ppm	Pages per minute
RAM	Random Access Memory
RMON	Remote Monitoring
SAN	Storage area network
SNMP	Simple Network Management Protocol
SSD	Solid State Drive
SFF	Small Form Factor
TCP/IP	Transmission Control Protocol/Internet Protocol
USB	Universal Serial Bus
WAN	Wide Area Network
VNC	Virtual Network Computing
VPN	Virtual Private Network

AGENDA ITEM NO. 6.ap

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFQ-24-026EJ Public Works Master Planning Services

SUGGESTED ACTION: Authorize award and pursue a contract with Sweet Sparkman Architects.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 21, 2024, the City of Bradenton advertised Request for Qualifications (RPQ) 24-026EJ Public Works Master Planning Services. Notice of this RFQ was made through DemandStar and an outreach email. 1,631 vendors were notified, 68 vendors viewed the solicitation, and 9 vendors submitted proposals. The RFQ process was used in accordance with Florida Statutes Section 287.055.

On October 29, 2024, a three (3) member evaluation committee consisting of representatives from Administrations, Public Works, and Capital Projects reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance & experience, and project approach.

Following scoring, four (4) proposers were shortlisted to participate in a presentation followed by a question-and-answer sessions on November 13, 2021. After invitations to the shortlisted firms were sent and prior to presentations, Bently Group, Inc. withdrew their proposal from consideration.

After the presentations the Committee reconvened and discussed each firms' presentations and shared their perspectives. Following the discussion, the

committee members independently ranked each short-listed proposer. Purchasing announced the rankings and recommended award to Sweet Sparkman Architects.

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 RFQ 24-026EJ for Public Works Master Planning Services to Sweet Sparkman Architects and pursue a contract.

ATTACHMENTS:
Notice of Recommended Award (NORA)

NOTICE OF RECOMMENDED AWARD

SOLICTIATION #	24-026EJ		**TYPE:**	Request for Qualifications (RFQ)	
SOLICITATION TITLE	Public Works Master Planning Services				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
ADVERTISED DATE	08/21/2024		**RESPONSE DATE**	09/18/2024	
NOTIFICATIONS	1,631	**VIEWS**	68	**RESPONSES**	9

RESPONDENTS		
VENDOR	**LOCATION**	**RANK**
Sweet Sparkman Architects	**Sarasota, FL**	**1**
Fawley Bryant Architecture	Sarasota, FL	2
Barrientos Design & Consulting, Inc.	Milwaukee, WI	3
*Bently Group, Inc. withdrew their proposal prior to presentations.		
Other Respondents (in alphabetical order)		
Goodwyn Mills Cawood HDR Margulies Hoelzli Architecture Wilder Architecture, Inc. Zyscovich Architects		

RECOMMENDED AWARD
It is City of Bradenton's intent to initiate contract negotiations with Sweet Sparkman Architects to provide architectural and engineering services for the development of an overall master plan concept for a new Public Works Facility. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION		
Erin Jones	Erin Jones Digitally signed by Erin Jones Date: 2024.11.13 15:02:49 -05'00'	11/13/2024
Purchasing Manager or Designee	Signature	Date

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate shortlisted firms for Solicitation #24-026EJ Public Works Master Planning Services.

November 13, 2024 11:30 am
101 Old Main Street, Lobby Conference Room

Review Committee Members in attendance (voting members):

1. Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator
2. Irvin Lee, Public Works Department Director
3. Jean Totti, Construction Project Administrator

Other city staff and/or advisers is attendance:

1. Erin Jones, Purchasing Manager, Facilitator
2. Lance Williams, Chief Operating Officer, Advisor
3. Kim Clayback, Engineer, Advisor

The following four (4) firms were invited for presentations and a question-and-answer session:

Barrientos Design & Consulting, Inc.
Bently Group, Inc.
Fawley Bryant Architecture
Sweet Sparkman Architects

Erin Jones called the meeting to order at 11:30 am.

Erin Jones, Purchasing Representative, opened the meeting and noted that after invitations to the shortlisted firms were sent and prior to presentations, Bently Group, Inc. withdrew their proposal from consideration.

The remaining shortlisted firms were given 20 minutes to answer provided questions followed by a 20-minute question and answer session.

Following the presentations the Committee reconvened and discussed each firms' presentations and shared their perspectives. Following the discussion, the committee members independently ranked each short-listed proposer. Purchasing announced the rankings and recommended award to Sweet Sparkman Architects. Ranks are included on the attached scoring summary as shown below.

1. Sweet Sparkman Architects
2. Fawley Bryant Architecture
3. Barrientos Design & Consulting, Inc.

The meeting was adjourned at approximately 11:45 am.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL	RANKING
Barrientos Design & Consulting, Inc.	3	3	3	9.00	3
Fawley Bryant Architecture	2	2	2	6.00	2
Sweet Sparkman Architects	1	1	1	3.00	1

Chair's Approval

Erin Jones

Name

Erin Jones Digitally signed by Erin Jones Date: 2024.11.13 15:00:11 -05'00'

Signature

PROPOSERS (listed alphabetically)	RANKING
Barrientos Design & Consulting, Inc.	3
Fawley Bryant Architecture	2
Sweet Sparkman Architects	1

IRVIN LEE

Printed Name

Lee 13 Nov 24

Signature Date

PROPOSERS (listed alphabetically)	RANKING
Barrientos Design & Consulting, Inc.	3
Fawley Bryant Architecture	2
Sweet Sparkman Architects	1

Jean Totti

Printed Name

Jean E. Totti — 11/13/24

Signature — Date

PROPOSERS (listed alphabetically)	RANKING
Barrientos Design & Consulting, Inc.	3
Fawley Bryant Architecture	2
Sweet Sparkman Architects	1

Corey J. Fortin

Printed Name

Signature

11/13/24

Date

NOTICE OF ACTION

SOLICTIATION #	24-026EJ		**TYPE:**	Request for Qualifications (RFQ)	
SOLICITATION TITLE	Public Works Master Planning Services				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, NIGP				
ADVERTISED DATE	08/21/2024		**RESPONSE DATE**	09/18/2024	
NOTIFICATIONS	1631	**VIEWS**	68	**RESPONSES**	9

The evaluation Committee convened on October 29, 2024, to review the proposals submitted in response to the above referenced RFQ. Based on the Committee's review of the proposals and the total points scored based on the established evaluation criteria, the City has short-listed the following proposers for presentations and/or interviews.

SHORT-LISTED PROPSERS		
NAME	**LOCATION**	**SCORE**
Sweet Sparkman Architects	Sarasota, FL	92
Fawley Bryant Architecture	Sarasota, FL	86
Barrientos Design & Consulting, Inc.	Milwaukee, WI	79
Bently Group, Inc.	Longwood, FL	72

Public meeting information pertaining to this solicitation will be posted on the City's Calendar of Events available at cityofbradenton.com.

AUTHORIZATION

Erin Jones	Erin Jones Digitally signed by Erin Jones Date: 2024.10.29 14:13:53 -04'00'	10/29/2024
Purchasing Manager or Designee	Signature	Date

Revised 2/15/23

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittals from firms responding to Request for Qualifications 24-026EJ Public Works Master Planning Services solicitation.

October 24, 2024, 9:30 am
101 Old Main Street, Stairwell Conference Room

Qualification Review Committee Members:

1. Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator
2. Irvin Lee, Public Works Department Director
3. Jean Totti, Construction Project Administrator

Other city staff and/or advisers is attendance:

1. Erin Jones, Purchasing Manager, Facilitator
2. Lance Williams, Chief Operating Officer, Advisor
3. Kim Clayback, Engineer, Advisor

The following nine (9) firms submitted proposals.

1. Barrientos Design & Consulting, Inc.
2. Bently Group, Inc.
3. Fawley Bryant Architecture
4. Goodwyn Mills Cawood
5. HDR
6. Margulies Hoelzli Architecture
7. Sweet Sparkman Architects
8. Wilder Architecture, Inc.
9. Zyscovich Architects

Erin Jones, Purchasing Representative, called the meeting to order at 9:36 am.

Erin Jones opened the meeting and stated that all proposals submitted were found to be responsive.

The Committee discussed each proposal in alphabetical order and shared their perspectives on each on prior to scoring. Prior to scoring the Committee recommended short-listing the top four (4) scoring firms.

Committee members independently scored each proposal using the evaluation criteria contained in the RFQ. Scores are included on the attached scoring summary.

Following the discussions and scoring, the committee recommended short listing the top four (4) scoring firms (as listed below) and will be invited for presentations.

1. Sweet Sparkman Architects

2. Fawley Bryant Architecture
3. Barrientos Design & Consulting, Inc.
4. Bently Group, Inc.

The meeting was adjourned at approximately 10:43 am.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL COMMITTEE POINTS	AVERAGE COMMITTEE POINTS	PROPOSER SHORTLIST RANKING
Barrientos Design & Consulting, Inc.	65	83	90	238	79	3
Bently Group, Inc.	80	56	81	217	72	4
Fawley Bryant Architecture	81	81	96	258	86	2
Goodwyn Mills Cawood	56	36	89	181	60	8
HDR-A	77	42	80	199	66	5
Margulies Hoelzli Architecture	72	37	87	196	65	6
Sweet Sparkman Architects	92	85	98	275	92	1
Wilder Architecture, Inc.	50	39	89	178	59	9
Zyscovich Architects	67	34	82	183	61	7

Chair's Approval

Erin Jones

Name

Erin Jones

Signature

PROPOSERS (listed alphabetically)	ABILITY OF PROFESSIONAL PERSONNEL (MAX 20)	PROPOSER'S PAST PERFORMANCE AND EXPERIENCE (MAX 30)	PROJECT APPROACH (MAX 50)	TOTAL EVALUATOR POINTS (MAX 100)
Barrientos Design & Consulting, Inc.	20	25	~~30~~ 45	90
Bently Group, Inc.	17	24	40	81
Fawley Bryant Architecture	20	28	48	96
Goodwyn Mills Cawood	19	25	45	89
HDR, Inc.	16	24	40	80
Margulies Hoelzli Architecture	17	24	46	87
Sweet Sparkman Architects	20	29	49	98
Wilder Architecture, Inc.	19	25	45	89
Zyscovich Architects	18	24	40	82

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

IRVIN LEE
Printed Name

Lee
Signature

10-29-24
Date

PROPOSERS (listed alphabetically)	ABILITY OF PROFESSIONAL PERSONNEL (MAX 20)	PROPOSER'S PAST PERFORMANCE AND EXPERIENCE (MAX 30)	PROJECT APPROACH (MAX 50)	TOTAL EVALUATOR POINTS (MAX 100)
Barrientos Design & Consulting, Inc.	15	26	42	83
Bently Group, Inc.	8	18	30	56
Fawley Bryant Architecture	16	26	39	81
Goodwyn Mills Cawood	6	12	18	36
HDR, Inc.	10	12	20	42
Margulies Hoelzli Architecture	10	11	16	37
Sweet Sparkman Architects	16	26	43	85
Wilder Architecture, Inc.	12	11	16	39
Zyscovich Architects	8	11	15	34

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Jean Totti

Printed Name

Jean S. Totti

Signature

10/29/24

Date

PROPOSERS (listed alphabetically)	ABILITY OF PROFESSIONAL PERSONNEL (MAX 20)	PROPOSER'S PAST PERFORMANCE AND EXPERIENCE (MAX 30)	PROJECT APPROACH (MAX 50)	TOTAL EVALUATOR POINTS (MAX 100)
Barrientos Design & Consulting, Inc.	17	18	30	65
Bently Group, Inc.	18	25	37	80
Fawley Bryant Architecture	16	23	42	81
Goodwyn Mills Cawood	17	17	22	56
HDR, Inc.	18	17	42	77
Margulies Hoelzli Architecture	18	17	37	72
Sweet Sparkman Architects	20	25	47	92
Wilder Architecture, Inc.	17	18	15	50
Zyscovich Architects	20	21	26	67

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Corey Fortin

Printed Name

Signature

10/29/24

Date

AGENDA ITEM NO. 6.aq

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Recommendation for Award for RFQ-24-027EJ Architectural and Engineering Services for LECOM Park

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

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 16, 2024, the City of Bradenton advertised Request for Qualifications (RPQ) 24-027EJ Architectural and Engineering Services for LECOM Park ("City Park"). Notice of this RFQ was made through DemandStar and an outreach email. 1,534 vendors were notified, 70 vendors viewed the solicitation, and 3 vendors submitted proposals. The RFQ process was used in accordance with Florida Statutes Section 287.055.

On October 12, 2024, a three (3) member evaluation committee consisting of representatives from Administrations and Capital Projects reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance & experience, and project approach.

Following scoring, three (3) proposers were shortlisted to participate in a presentation followed by a question-and-answer sessions on November 21, 2021.

After the presentations the Committee reconvened and discussed each firms' presentations and shared their perspectives. Following the discussion, the committee members independently ranked each short-listed proposer. Purchasing

announced the rankings and recommended award to Fawley Bryant Architecture.

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 RFQ 24-027EJ for Professional Architectural and Engineering Services for LECOM Park to Fawley Bryant Architecture and pursue a contract.

ATTACHMENTS:
Notice of Recommended Award (NORA)

NOTICE OF RECOMMENDED AWARD

SOLICITATION #	24-027EJ		**TYPE:**	Request for Qualifications (RFQ)	
SOLICITATION TITLE	Professional Architectural & Engineering Services for LECOM Park				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
ADVERTISED DATE	08/16/2024		**RESPONSE DATE**	10/30/2024	
NOTIFICATIONS	1,534	**VIEWS**	70	**RESPONSES**	3

RESPONDENTS		
VENDOR	**LOCATION**	**RANK**
Fawley Bryant Architecture	**Sarasota, FL**	**1**
CPH Engineers	Sarasota, FL	2
C. Alan Anderson Architect	Sarasota, FL	3

RECOMMENDED AWARD
It is City of Bradenton's intent to initiate contract negotiations with Fawley Bryant Architecture to provide architectural and engineering services for LECOM Park. Upon completion of negotiations, a contract will be submitted to City Council for approval.

AUTHORIZATION

Erin Jones	Erin Jones Digitally signed by Erin Jones Date: 2024.11.21 13:14:25 -05'00'	11/21/2024
Purchasing Manager or Designee	Signature	Date

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate shortlisted firms for Solicitation #24-027EJ Professional Architectural and Engineering Services for LECOM Park ("City Party").

November 21, 2024 12:15 pm
101 Old Main Street, Lobby Conference Room

Review Committee Members in attendance (voting members):

1. Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator
2. Jean Totti, Construction Project Administrator
3. Lance Williams, Chief Operating Officer

Other city staff and/or advisers is attendance:

1. Erin Jones, Purchasing Manager, Facilitator
2. Ray Morris, Director of Florida Operations, Pittsburg Pirates

The following three (3) firms were invited for presentations and a question-and-answer session:

C. Alan Anderson Architect
CPH Engineers
Fawley Bryant Architecture

Erin Jones called the meeting to order at 12:16 pm.

Following the presentations the Committee reconvened and discussed each firms' presentations and shared their perspectives. Following the discussion, the committee members independently ranked each short-listed proposer. Purchasing announced the rankings and recommended award to Fawley Bryant Architecture. Ranks are included on the attached scoring summary as shown below.

1. Fawley Bryant Architecture
2. CPH Engineers
3. C. Alan Anderson Architect

The meeting was adjourned at approximately 12:28 pm.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL	RANKING
C. Alan Anderson Architect	3	3	3	9.00	3
CPH Engineers	2	2	2	6.00	2
Fawley Bryant Architecture	1	1	1	3.00	1

Chair's Approval

Erin Jones

Name

Erin Jones

Signature

PROPOSERS (listed alphabetically)	RANKING
C. Alan Anderson Architect	3
CPH Engineers	2
Fawley Bryant Architecture	1

Jean Totti

Printed Name

James E. Totti — 11/21/24

Signature — Date

PROPOSERS (listed alphabetically)	RANKING
C. Alan Anderson Architect	3
CPH Engineers	2
Fawley Bryant Architecture	1

Lane Williams

Printed Name

Signature

11/21/24

Date

PROPOSERS (listed alphabetically)	RANKING
C. Alan Anderson Architect	3
CPH Engineers	2
Fawley Bryant Architecture	1

Corey J. Fawley

Printed Name

Signature

11/21/24

Date

NOTICE OF ACTION

SOLICTIATION #	24-027EJ		**TYPE:**	Request for Qualifications (RFQ)	
SOLICITATION TITLE	A&E Service for LECOM Park (“City Park”)				
PROCUREMENT SPECIALIST	Erin Jones, NIGP-CPP, CPPB				
ADVERTISED DATE	09/16/2024		**RESPONSE DATE**	10/30/2024	
NOTIFICATIONS	1534	**VIEWS**	70	**RESPONSES**	3

The evaluation Committee convened on November 12, 2024, to review the proposals submitted in response to the above referenced RFQ. Based on the Committee’s review of the proposals and the total points scored based on the established evaluation criteria, the City has short-listed the following proposers for presentations and/or interviews.

SHORT-LISTED PROPSERS		
NAME	**LOCATION**	**SCORE**
Fawley Bryant Architecture	Sarasota, FL	92
C. Alan Anderson Architect	Sarasota, FL	76
CPH Engineers	Sarasota, FL	76

Public meeting information pertaining to this solicitation will be posted on the City’s Calendar of Events available at cityofbradenton.com.

AUTHORIZATION

Erin Jones	Erin Jones Digitally signed by Erin Jones Date: 2024.11.12 14:04:23 -05'00'	11/12/2024
Purchasing Manager or Designee	Signature	Date

Revised 2/15/23

MEETING MINUTES

A publicly noticed meeting was held to review and evaluate submittals from firms responding to Request for Qualifications 24-026EJ Public Works Master Planning Services solicitation.

November 12, 2024, 1:00 pm
101 Old Main Street, Stairwell Conference Room

Qualification Review Committee Members:

1. Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator
2. Jean Totti, Construction Project Administrator
3. Lance Williams, Chief Operating Officer, Advisor

Other city staff and/or advisers is attendance:

1. Erin Jones, Purchasing Manager, Facilitator
2. Ray Morris, Director of Florida Operations, Pittsburg Pirates

The following three (3) firms submitted proposals.

1. C. Alan Anderson Architect
2. CPH Engineers
3. Fawley Bryant Architecture

Erin Jones, Purchasing Representative, called the meeting to order at 1:00 pm.

Erin Jones opened the meeting and stated that all proposals submitted were found to be responsive.

The Committee discussed each proposal in alphabetical order and shared their perspectives on each on prior to scoring. Prior to scoring the Committee recommended short-listing the top three (3) scoring firms.

Committee members independently scored each proposal using the evaluation criteria contained in the RFQ. Scores are included on the attached scoring summary.

Following the discussions and scoring, the committee recommended short listing the top four (4) scoring firms (as listed below) and will be invited for presentations.

1. Fawley Bryant Architecture
2. C. Alan Anderson Architect
2. CPH Engineers

The meeting was adjourned at approximately 1:22 pm.

PROPOSERS (listed alphabetically)	EVALUATOR #1	EVALUATOR #2	EVALUATOR #3	TOTAL COMMITTEE POINTS	AVERAGE COMMITTEE POINTS	PROPOSER SHORTLIST RANKING
C. Alan Anderson Architect	79	80	70	229	76	**2**
CPH Engineers	78	87	64	229	76	**2**
Fawley Bryant Architecture	97	98	80	275	92	**1**

Chair's Approval

Erin Jones

Name

Erin Jones

Signature

PROPOSERS (listed alphabetically)	ABILITY OF PROFESSIONAL PERSONNEL (MAX 30)	PAST PERFORMANCE & EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 35)	TOTAL EVALUATOR POINTS
C. Alan Anderson Architect	19	21	30	70
CPH Engineers	18	21	25	64
Fawley Bryant Architecture	26	24	30	80

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Jean Toth
Printed Name

Jean S. Toth
Signature

11/12/24
Date

PROPOSERS (listed alphabetically)	ABILITY OF PROFESSIONAL PERSONNEL (MAX 30)	PAST PERFORMANCE & EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 35)	TOTAL EVALUATOR POINTS
C. Alan Anderson Architect	27	23	30	80
CPH Engineers	25	29	33	87
Fawley Bryant Architecture	29	34	35.	98

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Lana Williams
Printed Name

Signature

11/12/24
Date

PROPOSERS (listed alphabetically)	ABILITY OF PROFESSIONAL PERSONNEL (MAX 30)	PAST PERFORMANCE & EXPERIENCE (MAX 35)	PROJECT APPROACH (MAX 35)	TOTAL EVALUATOR POINTS
C. Alan Anderson Architect	26	27	26	79
CPH Engineers	27	23	28	78
Fawley Bryant Architecture	29	34	34	97

By signing below, I attest and affirm that I have not been coerced or unduly influenced in any way during the evaluation process.

Evaluator's Approval:

Corey J. Fortin

Printed Name

Signature

11/12/24

Date

AGENDA ITEM NO. 6.ar

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Contract Extension of PB-23-008MK with Air Mechanical & Service Corp

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

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Second extension of PB 23-008MK with Air Mechanical & Service Corp. to provide the City of Bradenton with HVAC mechanical 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 the Second Contract Extension of PB-23-008MK with Air Mechanical & Service Corp.

ATTACHMENTS:
Second Contract Extension of PB-23-008MK with Air Mechanical & Service Corp

Second Contract Extension of PB-23-008MK between Air Mechanical & Service Corp and the City of Bradenton

This SECOND CONTRACT EXTENSION of PB-23-008MK (the "Extension"), is made this 18th day of December 2024, between the CITY OF BRADENTON (hereinafter referred to as the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and AIR MECHANICAL & SERVICE CORP, a Florida profit corporation (hereinafter referred to as "Contractor"), with a principal office located at 4311 W. Ida Street, Tampa, Florida 33614.

WITNESSETH

WHEREAS, the City and Contractor entered into PB-23-008MK (the "Contract") on January 24, 2023, whereby Contractor was to provide the City with HVAC mechanical services;

WHEREAS, the Contract with the City was through January 17, 2024;

WHEREAS, the Contract was a piggyback contract of the School Board of Sarasota County ITB No. 23-0171 ("School Board Contract") and the School Board Contract provided for two (2) one (1) year renewal options;

WHEREAS, the Parties previously extended the term of the Contract for one (1) additional one (1) year period to January 17, 2025;

WHEREAS, the City and the Contractor desire to extend the term of the Contract for an additional one (1) year period to January 17, 2026;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Amendments to the Contract.** The following provisions of the Contract are hereby amended, and such amended term shall prevail over conflicting provisions of the Contract:

    a. The Contract is hereby extended for an additional one (1) year term, and the Contract shall now expire on January 17, 2026.

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 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 18th day of December 2024.

Mark Castellano, as VP/Brand Manager — 11/22/24
Air Mechanical & Service Corp — Date

Gene Brown — Date
Mayor, City of Bradenton

Erin Jones — 12/04/2024
Erin Jones, CPPB — Date
Purchasing Manager, City of Bradenton

4969372v1

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Jamie Schindewolf, Planning & Community Development
ITEM TYPE:	Resolution
AGENDA SECTION:	BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS
SUBJECT:	**Quasi-Judicial:** RESOLUTION 24-101 - PUBLIC HEARING
SUGGESTED ACTION:	Move to recommend either approval or denial of Resolution 24-101, Case SU.23.3686.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant is seeking approval of an Animal Resource Center for the community at 401 17th Avenue West, Parcel ID 4493800159. The subject property is currently zoned R-2 (Medium Density, 1 & 2 Family), with a Future Land Use of RESMED (Medium Density Residential). The subject parcel is approximately 5.287 acres in size.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny of Resolution 24-101, Case SU.24.3686.

ATTACHMENTS:
Resolution 24-101
Staff Report
Application

RESOLUTION 24-101

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT NO. SU.23.3623 FOR A PUBLIC FACILITY USE, TO ESTABLISH AN ANIMAL RESOURCE CENTER AT THE PROPERTY LOCATED AT 401 17th AVENUE WEST, PARCEL ID 4493800159, BRADENTON, FLORIDA, AS MORE PARTICULARLY DESCRIBED HEREIN; MAKING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Manatee County (the "Property Owner" or "Applicant"), owns the property located at 401 17th Avenue West, Parcel ID 4493800159, Bradenton, FL, more particularly described in Exhibit "A" (the "Property"), and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Medium Density Residential (RESMED); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the Medium Density, 1 & 2 Family (R-2) zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.1, identifies uses in the R-2 zoning district; and

WHEREAS, the City of Bradenton Land Use Regulations, Schedule 3.2.1.1, identifies Public Facility as a Special Use in the R-2 zoning district; and

WHEREAS, the Property Owner submitted an application for a Special Use Permit for a Public Facility Use to establish an animal resource center within the existing building on the Property; and

WHEREAS, City Planning staff has determined that the proposed project meets the definition of "Public Facility" as defined in the City of Bradenton Land Use Regulations; and

WHEREAS, the Planning Commission held a noticed public hearing on November 20, 2024 at which the Board received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on December 18, 2024, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance; and

WHEREAS, the record of the public hearing, including the staff report and applicant submittal materials, are hereby incorporated and made a part of this Resolution.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit for a Public Facility Use to establish an animal resource center within the existing building on the Property, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
e. The Planning Commission recommended approval as submitted.

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

a. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.
b. Access point are provided on two frontages and located so as to best suit the use and property.
c. All buildings are located an adequate distance from property lines and streets.
d. Any nuisance or hazardous feature of the use is adequately screened, buffered or separated.
e. Adequate ingress and egress to property and proposed structures, with particular regard for automobiles and pedestrian safety and convenience, and emergency access, are provided.

f. Off-street parking and loading areas are appropriately located and designed. There will be no smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.
g. Refuse and service areas are appropriately located and designed to address availability, adequacy and effect upon surrounding properties.
h. Utilities are available and adequate to serve the property in a similar manner to surrounding properties.
i. Sufficient screening is provided to protect surrounding properties from view of the premises; and internal noises from the use.
j. Proposed signage and exterior lighting adequately address glare, traffic safety and compatibility and harmony with surrounding properties.
k. The proposed use does not hinder the development of nearby vacant properties or adversely affect their economic value.
l. The land and/or building which are to be used are adequate.
m. The use is generally compatible with adjacent properties and other property in the district, including proposed hours of operation.
n. The proposed use will not adversely affect the environmental quality of the district.
o. The proposed use is consistent with the City's Comprehensive Plan.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for a Public Facility Use on the Property, establishing an animal resource center within the existing building on the Property, as generally shown on the Site Plan attached hereto as Exhibit "B".

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The applicant must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Special Use Permit which shall remain in full force and effect.

Section 5. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 18TH DAY OF DECEMBER, 2024.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

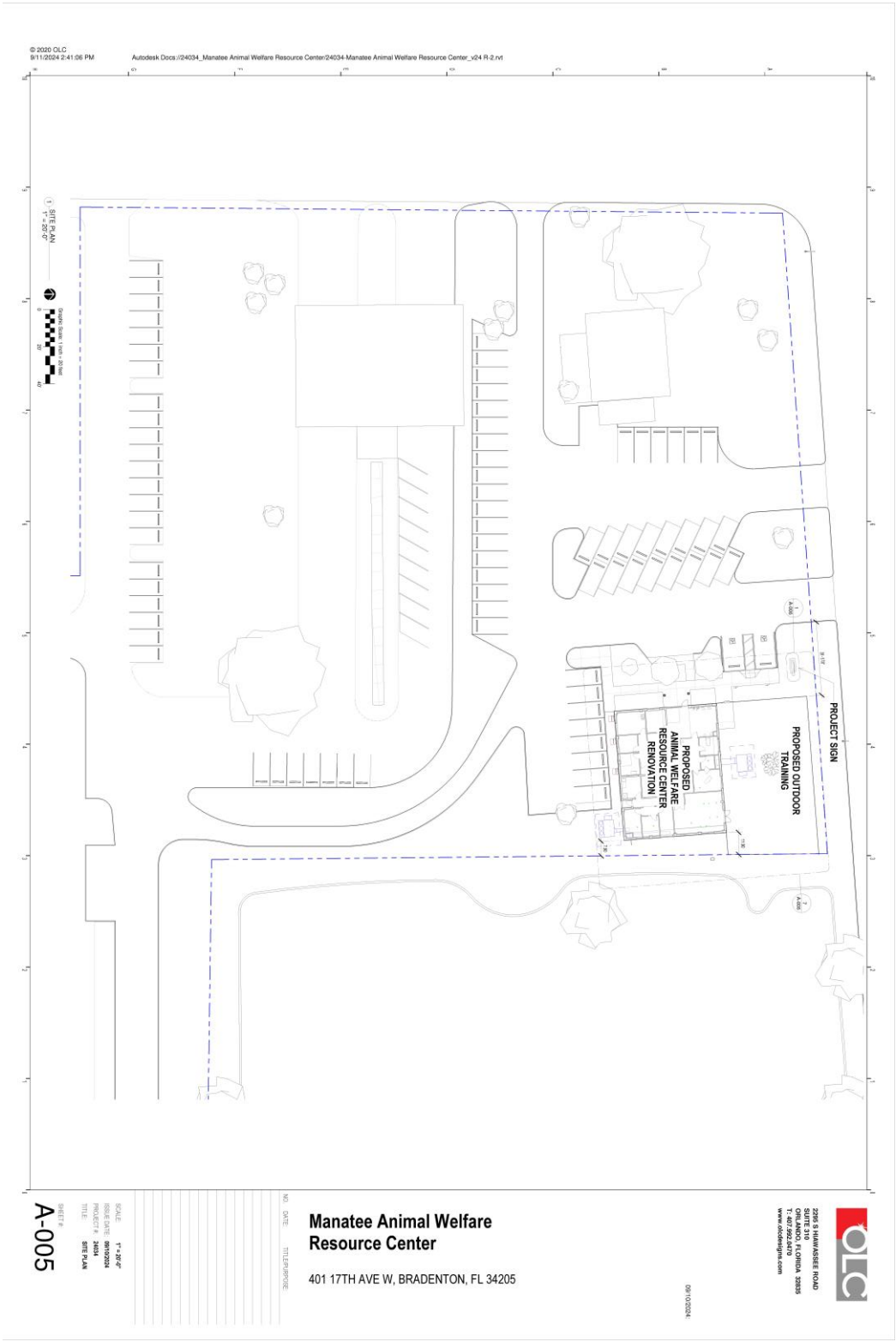
APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT A

N1/2 OF W1/2 OF NE1/4 OF SE1/4 (OR 145/461); LESS E 100 FT AS DESC IN OR 1018 P 2358;[INSERT: "LESS MAINTAINED R/W"] ALSO LESS O.R. 1788/5878 DESC AS FOLL: COM AT THE SE COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35-24S-17E; TH N ALG THE ABOVE DESC 1/4 LN, 664.51 FT TO A PT ON THE S R/W LN OF 17TH AVE W; TH S 86 DEG 08 MIN 20 SEC W ALG SD S R/W LN, 100.19 FT TO A POB; TH S 00 DEG 23 MIN 17 SEC W, 350 FT; TH N 89 DEG 36 MIN 43 SEC W, 200 FT; TH N 00 DEG 23 MIN 17 SEC E, 332.10 FT TO A PT ON THE AFOREMENTIONED S R/W LN OF 17TH AVE E; TH N 86 DEG 08 MIN 20 SEC E, ALG SD S R/W LN, 200.55 FT TO THE POB; ALSO LESS OR 2374/7253 DESC AS FOLLOWS: COM AT THE SW COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35, TWN 34, RNG 17, TH S 89 DEG 28 MIN E, A DIST OF 25.00 FT TO THE E R/W LN OF 5TH ST W FOR A POB; TH CONT S 89 DEG 28 MIN E, A DIST OF 200.00 FT; TH N 00 DEG W, A DIST OF 234.00 FT; TH N 89 DEG 28 MIN W, A DIST OF 200 FT TO THE E R/W LN OF 5TH ST W; TH S 00 DEG E ALG SD R/W LN A DIST OF 234.00 FT TO THE ABOVE MENTIONED POB; TOG WITH EASMNT REC IN OR 2374/7255 DESC AS: THE E SIX FT (6 FT) OF THE FOLLOWING DESC PARCEL: COM AT THE SW COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35, TWN 34, RNG 17, TH S 89 DEG 28 MIN E, A DIST OF 25.00 FT TO THE E R/W LN OF 5TH ST W FOR A POB; TH CONT S 89 DEG 28 MIN E, A DIST OF 200.00 FT; TH N 00 DEG W, A DIST OF 234.00 FT; TH N 89 DEG 28 MIN W, A DIST OF 200 FT TO THE E R/W LN OF 5TH ST W; TH S 00 DEG E ALG SD R/W LN A DIST OF 234.00 FT TO THE ABOVE MENTIONED POB, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXHIBIT B


© 2020 OLC
9/11/2024 2:41:06 PM
Autodesk Docs://24034_Manatee Animal Welfare Resource Center/24034-Manatee Animal Welfare Resource Center_v24 R-2.rvt
1 SITE PLAN
1" = 20'-0"
PROJECT SIGN
PROPOSED OUTDOOR TRAINING
PROPOSED ANIMAL WELFARE RESOURCE CENTER RENOVATION
Manatee Animal Welfare Resource Center
401 17TH AVE W, BRADENTON, FL 34205
A-005
SITE PLAN
1" = 20'-0"
08/19/2024
24034
09/10/2024
2035 S HIAWASSEE ROAD
SUITE 310
ORLANDO, FLORIDA 32835
T: 407.392.2470
www.olcdesigns.com
OLC

City of Bradenton
Planning and Community Development Department
City Council
December 18, 2024

Staff Report

Case Number: SU.24.3686 / Resolution 24-101
Applicant: Simona Brinkman, agent for Manatee County Government
Address: 401 17th Avenue West
Parcel ID: 4493800159
Zoning: R-2 (Medium Density, 1 & 2 Family)
FLUM: RESMED (Medium Density Residential)
Flood Zone: X

Surrounding Property:

Zoning:

North:	T4-O (General Urban Open)
South:	R-2 (Medium Density, 1 & 2 Family) & UCC (Urban Commercial Corridor)
East:	UCC (Urban Commercial Corridor)
West:	T4-O (General Urban Open) & UCC (Urban Commercial Corridor)

Future Land Use:

North:	RESMED (Medium Density Residential) & UCC (Urban Commercial Corridor)
South:	RESMED (Medium Density Residential) & UCC (Urban Commercial Corridor)
East:	UCC (Urban Commercial Corridor)
West:	UCC (Urban Commercial Corridor) & UV (Urban Village)

Summary of Request

The applicant is seeking approval of an Animal Resource Center for the community at 401 17th Avenue West, Parcel ID 4493800159. The subject property is currently zoned R-2 (Medium Density, 1 & 2 Family), with a Future Land Use of RESMED (Medium Density Residential). The subject parcel is approximately 5.287 acres in size.

In review of the subject application, it was determined that the proposed center meets the definition of "Public Facility" per Chapter 10, which is the definition section of the Land Use Regulations:

"Public facility" Any plant or structure owned or proposed by a public agency, government body or public utility, but not including offices.

Furthermore, according to Schedule 3.2.1.1 of the Land Use Regulations, a Public Facility is listed as a Special Use in the R-2 zoning district.

Figure 1: Land Use Regulations – Schedule 3.2.1.1

SCHEDULE 3.2.1.1 RESIDENTIAL DISTRICTS / PERMITTED USES AND SPECIAL USES						
USE	SINGLE-FAMILY R-1			TWO FAMILY R-2		
	P	SU	SCC	P	SU	SCC
Religious Facilities Mortuary/Crematory						
Public Facility, Park [1]		X			X	

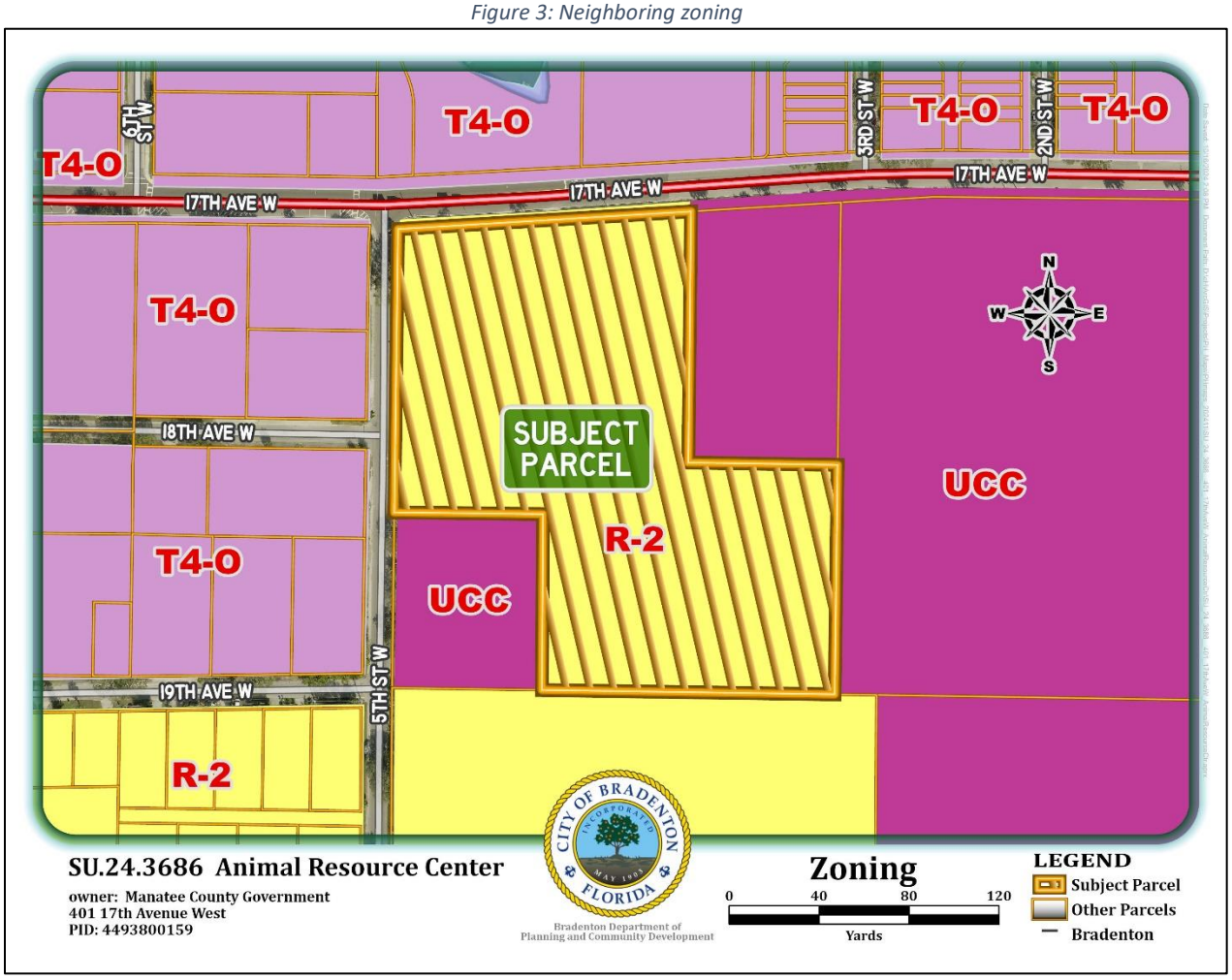
The subject property currently houses multiple Manatee County agencies including but not limited to the Public Safety Radio Division. In 2023, a Special Use request for a public safety telecommunications tower was approved by City Council.

Figure 2: Aerial Image



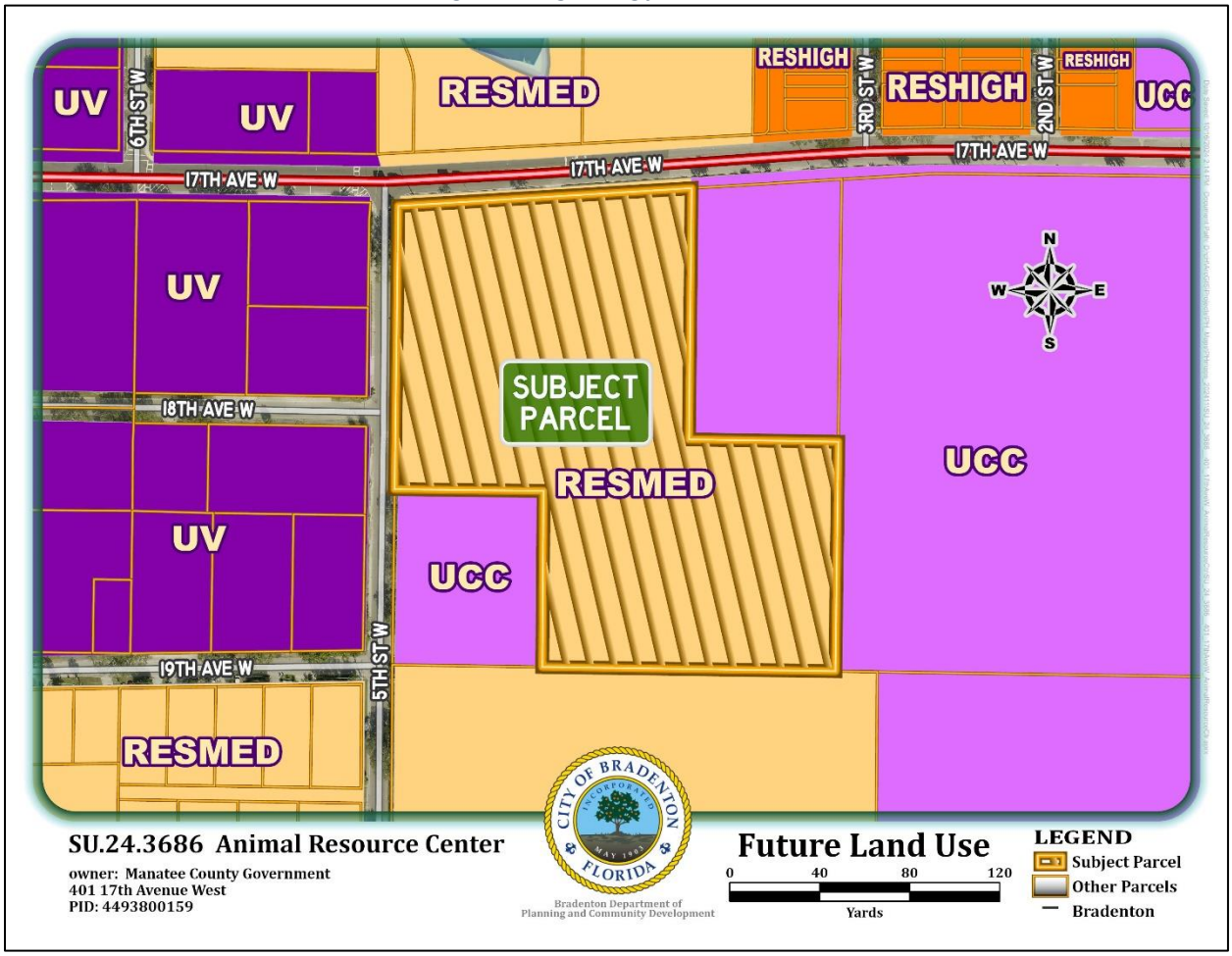
If approved, the proposed Animal Resource Center will replace the former Manatee Sherriff's Office facility on the site. The applicant describes the center as "a comprehensive initiative designed to support pet owners and ensure that animals remain in loving, stable homes. Recognizing the challenges many pet owners face, the center offers a variety of essential services aimed at preventing the surrender of pets to shelters. The center provides on-site case management, accessible veterinary care, behavioral training, a food pantry, and features adoptable animals."

Figure 3: Neighboring zoning



The subject property has frontages along 17th Avenue West and 5th Street West. Use types surrounding the subject property vary greatly and can be classified as Automotive, Commercial, Light Manufacturing, Public Facilities, Residential, and Social Services due to the nature of the services provided.

Figure 4: Neighboring future land use



The underlying Future Land Use for the subject properties is RESMED (Medium Density Residential). This district permits many uses including; commercial, retail, personal services, and offices. Auto oriented uses such as auto sales, car washes, gas stations, and vehicle storage are prohibited.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS)

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

Staff Response: The subject project appears to meet the applicable requirement.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS)

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: The subject property has existing points of ingress/egress from 17th Avenue West and 5th Street West that should accommodate the uses needs.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.

   Staff Response: The subject property has existing off-street parking; it appears 48 standard parking spaces and 2 ADA spaces are on the lot, with 18 specifically called out as part of this project. The proposed use will not generate smoke, glare, dust, vibration, fumes, or pollution. The proposed use is not a kennel so while dogs will sometimes be on site barking should be minimal.

c. Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.

   Staff Response: The County is contracted with two commercial refuse companies. It is anticipated that the Center will generate two 960gallon contains which will be housed inside of the building and picked up weekly.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: The proposed project will utilize existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

Staff Response: The proposed use does not introduce any outstanding nuisances or hazards and appears to be generally compatible with surrounding uses.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: The Special Use Permit includes a signage proposal that is consistent with the allowable signage size under City of Bradenton code.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the proposed use will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the land is adequate to accommodate the proposed use and accessory structures.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: The proposed use appears to be appropriate for the subject property due its proposed location on the property. It is immediately adjacent to an empty lot and other County facilities, not any single-family homes.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the proposed project.

k. Consistency with the city's comprehensive plan.

Staff Response: While the proposed use falls under the term public facility, it appears that the overall use of the property is not consistent with the Future Land Use designation in the

Comprehensive Plan. Staff has recommended to the County that they should consider doing an amendment to the Plan and Land Use classification of the property to better suit their future needs.

** Please see the application materials for the applicant's response to the Review Criteria.

Based on the submitted application materials, it appears that all the information required under Section 4.3.10 of the Land Use Regulations has been included with the application and that it meets the minimum code requirements.

On November 20, 2024, Planning Commission vote unanimously to recommend approval of this Special Use Permit.

Respectfully submitted,



Jamie Schindewolf
Senior Planner

Exhibits

Exhibit 1: Location Map

Exhibit 2: Future Land Use Map

Exhibit 3: Zoning Map

Exhibit 4: Special Use Site Plan

Exhibit 1: Location Map

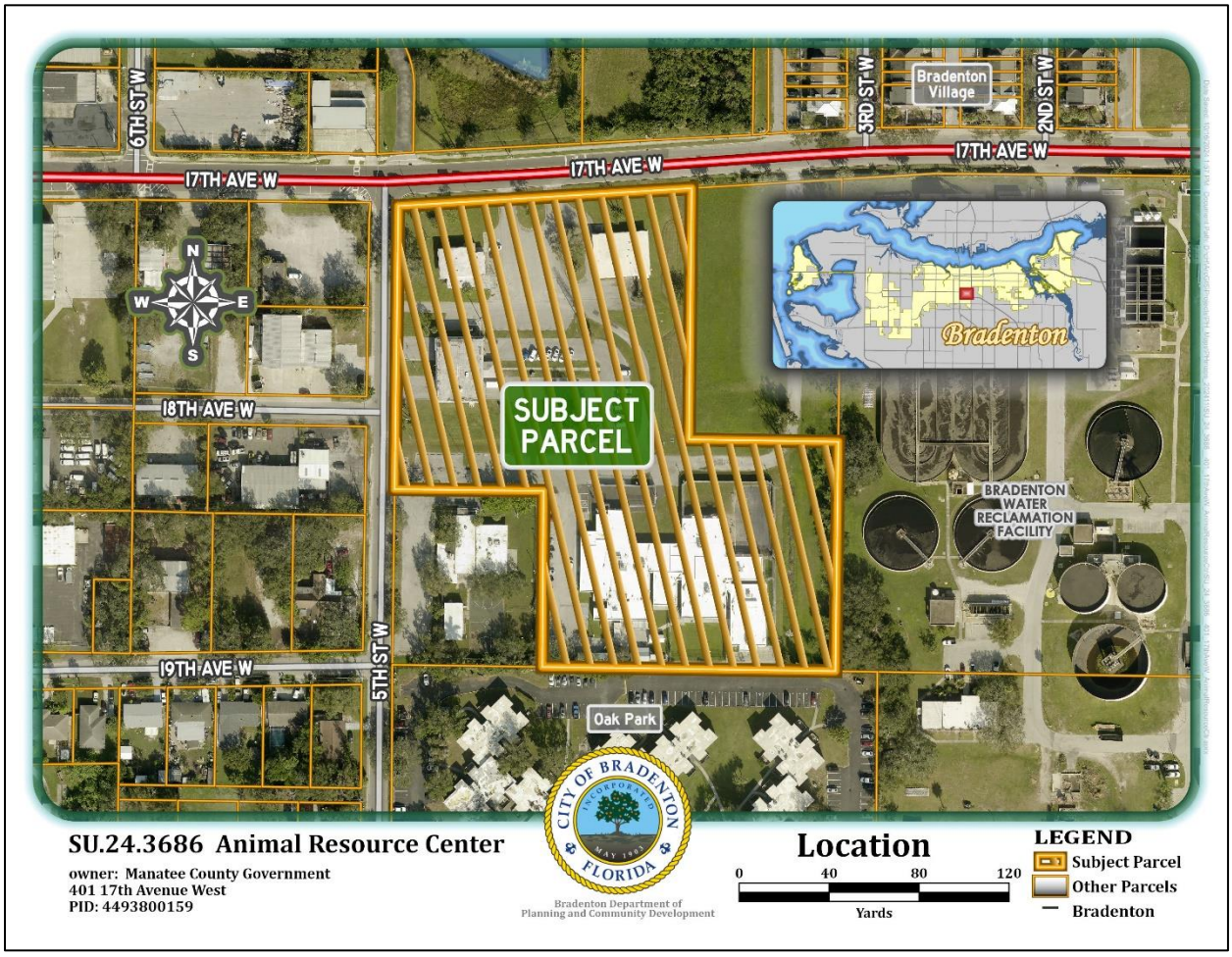


Exhibit 2: Future Land Use Map

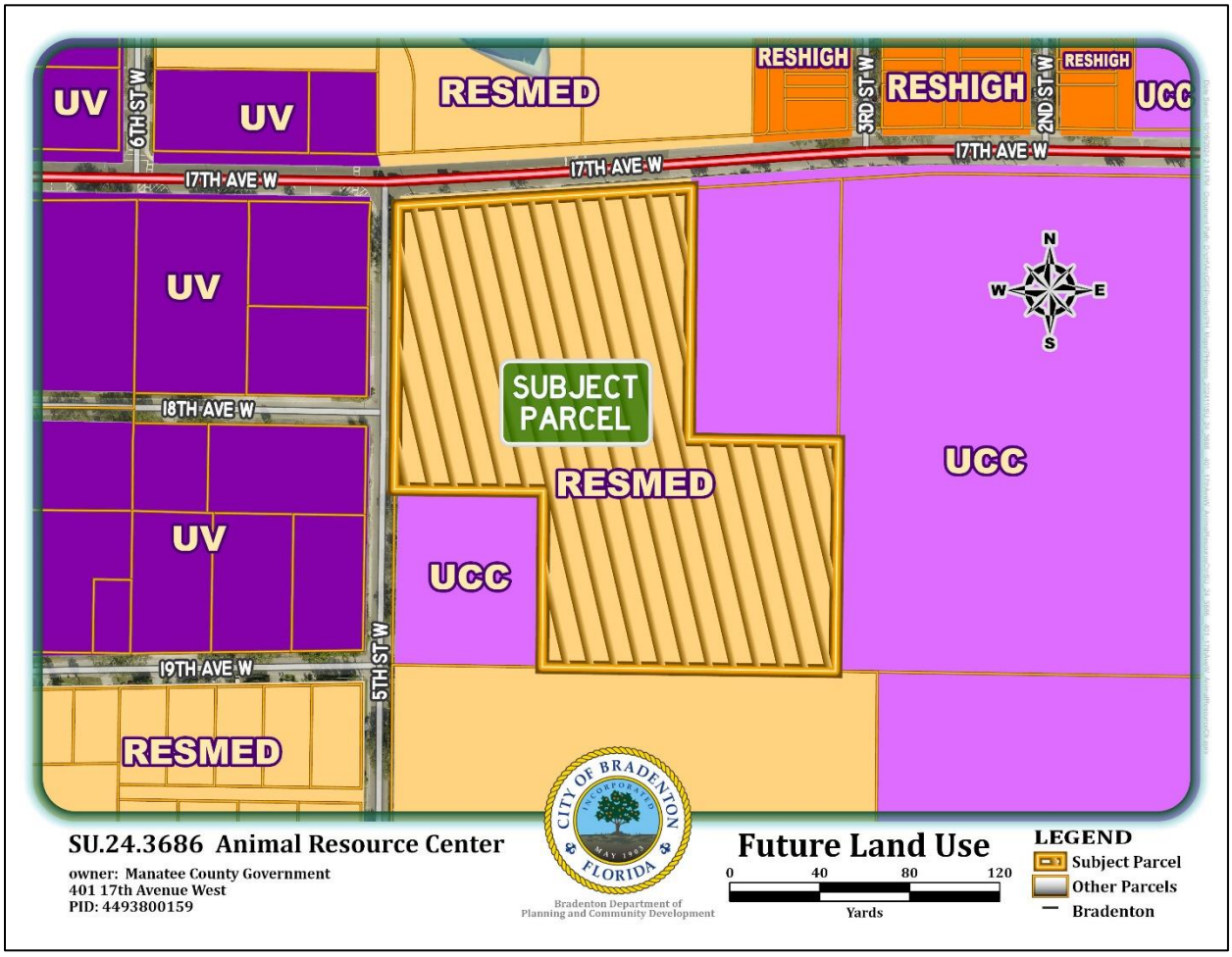


Exhibit 3: Zoning Map

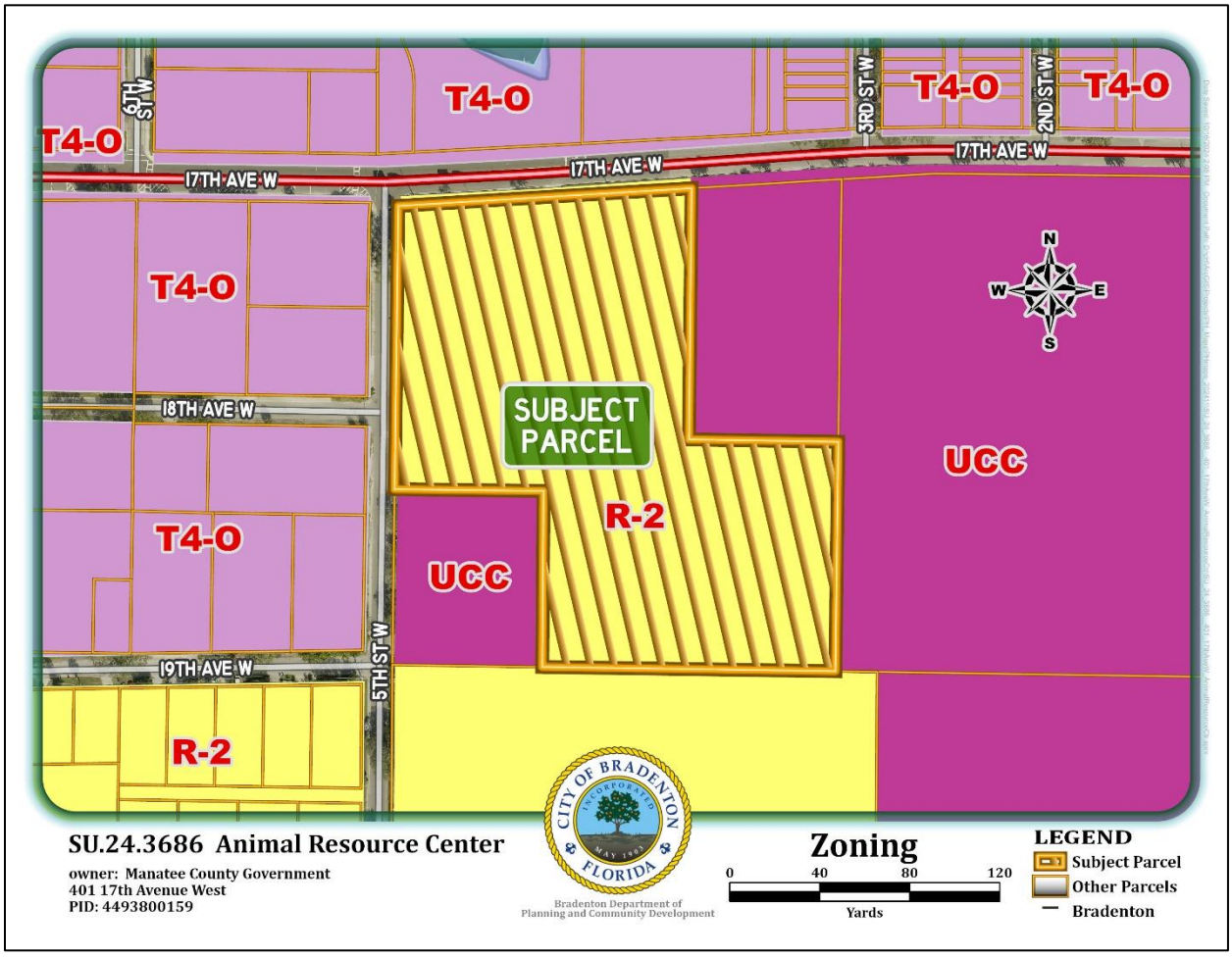
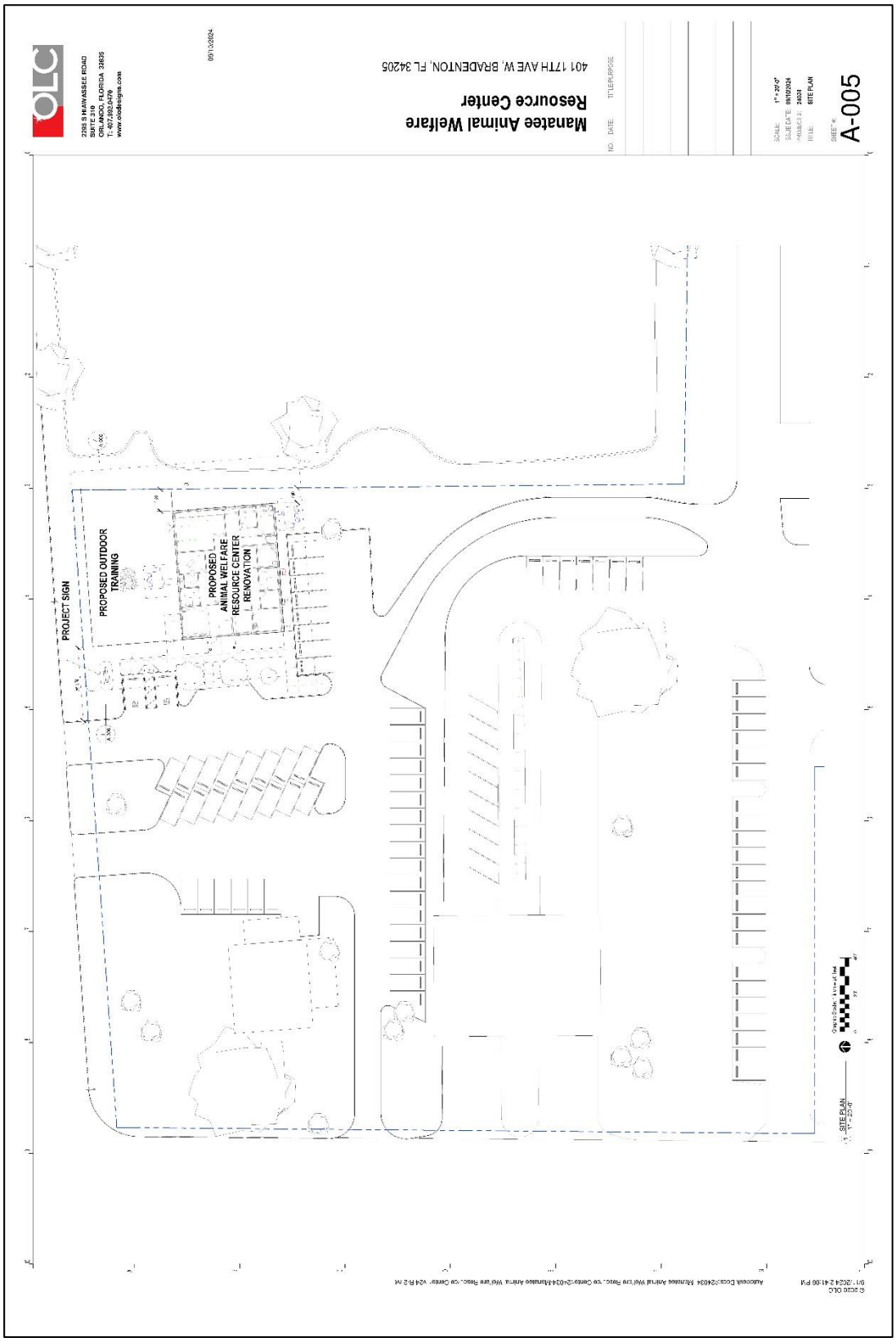


Exhibit 4: Special Use Site Plan



RECEIVED
By Monica Friedl at 3:16 pm, Sep 11, 2024

bradenton
The Friendly City

Special Use Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION — REQUIRED

Name of Property Owner: Manatee County Government

Owner Address: 1112 Manatee Ave West Telephone: 941-748-4501

Name of Agent: Simona Brinkman

Agent Address: 1112 Manatee Ave West Telephone: 941-705-1549

Owner/Agent Email: simona.brinkman@mymanatee.org

PROPERTY INFORMATION — REQUIRED

Property Address: 401 17th Avenue West

Parcel ID: 4493800159 Acreage: 5.2870

Zoning District: R-2 *click to view Zoning map

Future Land Use: RESMED *click to view FLU map

Ward #: *click to view Ward map

Neighborhood #: *click to view Neighborhoods map

DESCRIPTION — REQUIRED

Indicate Type of Special Use Request:

Special Use ☑ Special Use-Amendment ☐

Provide a brief description of the propose land use activity: Public Safety seeks to renovate old MSO building into an Animal Resource Center for the Community (Animal Community Center)

MATERIALS FOR REVIEW — REQUIRED

- **Special Use**
  - Special Use Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Review Criteria (see page 2 for Special Use Review Criteria)
  - Site Plan
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials
- **Special Use Permit - Amendment**
  - Special Use Amendment Application Fee: **$1,820**
  - Notarized Agent Authorization Form, if applicable
  - Letter of Request
  - Property Survey signed & sealed within the last 3 years
  - One (1) electronic copy in pdf format of Application and all required support materials including site plan
- **Application Submittal Deadline Date and Information**
  - Planning Commission meets on the third Wednesday of each month, except for December where they meet on the second Wednesday.
  - Application submittal deadline date is 40-days prior to the meeting date. Submittals found to be incomplete will be rejected and the application will not be placed on the Commission agenda. If an application is found to be incomplete, the applicant may submit missing materials by the application deadline. No late submittals will be accepted.

CITY STAFF ONLY — REQUIRED

Application Fees:
Fee Required: **$1,820** (Special Use)
$1,820 (Special Use-Amendment)

Application Sufficiency:
Sufficient: ☑
Incomplete: ☐

FEE COLLECTED: $

RECEIPT #:

APPLICATION #: 243686

CITY STAFF ONLY

CITY COUNCIL:

PLANNING COMMISSION:

DRC:

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

REVIEW CRITERIA

SPECIAL USE and SPECIAL USE-AMENDMENT REVIEW CRITERIA:
Special Use and Special Use-Amendments shall comply with and be reviewed using the Special Use criteria found in Section 3.3 of the Land Use Regulations to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

Prepare detailed written responses, using factual statements (called Findings of Fact) to explain how the requested Special Use complies with each of the following review criteria:

1. *Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.*
2. *Location and design of off-street parking and loading areas in regard to the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties.*
3. *Location and design of refuse and service areas in regard to availability, adequacy and effect upon surrounding properties.*
4. *Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.*
5. *Screening, buffering or separation of any nuisance or hazardous feature of the use.*
6. *Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.*
7. *Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.*
8. *Adequacy of land and/or building which are to be used.*
9. *General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.*
10. *Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.*
11. *Consistency with the City of Bradenton Comprehensive Plan.*

SITE PLAN REQUIRMENTS

SPECIAL USE and SPECIAL USE AMENDMENT SITE PLAN REQUIRMENTS:
Please prepare an accurate, legible, scaled site plan containing the following information:

REQUIRED

A. *The dimensions of the lot, all existing and proposed buildings, setbacks, easements, driveways, landscaping and trees, and fences.*
B. *Parking design and availability*
C. *Traffic impacts*
D. *Location and design of trash collection areas*
E. *Utilities on the site*
F. *Signs and exterior lighting*

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 401 17th Avenue West

I, Cary Knight, the registered property owner(s) of the above noted property, do hereby authorize

Simona Brinkman — Manatee County Government Construction Services Division

Print Name of Agent — Company Name

AGENT AUTHORIZATION — REQUIRED

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

Signature of Owner(s)

1112 Manatee Ave West, Bradenton, FL 34205
Owner(s) Address (if different than property above)

Signature of Agent

1112 Manatee Ave West, Bradenton, FL 34205
Agent Address and Phone 941-705-1549

STATE OF FLORIDA, MANATEE COUNTY

NOTARY — REQUIRED

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 25 day of July, produced _____ _____ respectively, as identification and who did (did not) take an oath:

Signature

Vida Gordon, Notary Public
Print Name

VIDA GORDON
MY COMMISSION # HH 384092
EXPIRES: August 6, 2027

State of Florida
My Commission Expires: 8/6/2027

Building and Development Services Department
1112 Manatee Ave West, Suite 408
Bradenton, FL 34205
Phone: (941) 749-3012
ReviewerOnCall@mymanatee.org
www.mymanatee.org

Form D1 - Affidavit of Ownership/Agent Authorization Form

Property Owner (Company or Individual): Manatee County Government

Mailing Address: 1112 Manatee Ave West, Bradenton Florida 34205

Officer's Name and Title: Cary Knight, Director Property Management

Being first duly sworn, depose(s) and say(s):

1. That I am (we are) the owner's and record title holder(s) of the following described property legal description, to wit: _N1/2 OF W1/2 OF NE1/4 OF SE1/4 (OR 145/461); LESS E 100 FT AS DESC IN OR 1018 P 2358;[INSERT: "LESS MAINTAINED R/W"] ALSO LESS O.R. 1788/5878 DESC AS FOLL: COM AT THE SE COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35-24S-17E; TH N ALG THE ABOVE DESC 1/4 LN, 664.51 FT TO A PT ON THE S R/W LN OF 17TH AVE W; TH S 86 DEG 08 MIN 20 SEC W ALG SD S R/W LN, 100.19 FT TO A POB; TH S 00 DEG 23 MIN 17 SEC W, 350 FT; TH N 89 DEG 36 MIN 43 SEC W, 200 FT; TH N 00 DEG 23 MIN 17 SEC E, 332.10 FT TO A PT ON THE AFOREMENTIONED S R/W LN OF 17TH AVE E; TH N 86 DEG 08 MIN 20 SEC E, ALG SD S R/W LN, 200.55 FT TO THE POB; ALSO LESS OR 2374/7253 DESC AS FOLLOWS: COM AT THE SW COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35, TWN 34, RNG 17, TH S 89 DEG 28 MIN E, A DIST OF 25.00 FT TO THE E R/W LN OF 5TH ST W FOR A POB; TH CONT S 89 DEG 28 MIN E, A DIST OF 200.00 FT; TH N 00 DEG W, A DIST OF 234.00 FT; TH N 89 DEG 28 MIN W, A DIST OF 200 FT TO THE E R/W LN OF 5TH ST W; TH S 00 DEG E ALG SD R/W LN A DIST OF 234.00 FT TO THE ABOVE MENTIONED POB; TOG WITH EASMNT REC IN OR 2374/7255 DESC AS: THE E SIX FT (6 FT) OF THE FOLLOWING DESC PARCEL: COM AT THE SW COR OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SEC 35, TWN 34, RNG 17, TH S 89 DEG 28 MIN E, A DIST OF 25.00 FT TO THE E R/W LN OF 5TH ST W FOR A POB; TH CONT S 89 DEG 28 MIN E, A DIST OF 200.00 FT; TH N 00 DEG W, A DIST OF 234.00 FT; TH N 89 DEG 28 MIN W, A DIST OF 200 FT TO THE E R/W LN OF 5TH ST W; TH S 00 DEG E ALG SD R/W LN A DIST OF 234.00 FT TO THE ABOVE MENTIONED POB, PI#44938.0015/9
2. That this property constitutes the property for which a request for (*Type of Application Approval Requested*): Special Permit is being applied for to Manatee County, Florida;
3. That the undersigned has (have) appointed and does (do) appoint Simona Brinkman, Manatee County Government as agent(s) to execute any petitions or other documents necessary to affect such petition, including development review time extension requests; and request that you accept my agent(s) signature as representing my agreement of all terms and conditions of the approval process;
4. That this affidavit has been executed to induce Manatee County, Florida to consider and act on the foregoing request;
5. That I, (we) the undersigned authority, hereby certify that the foregoing is true and correct (Click on the plus (+) sign to add more owner names).

/ Director, PMD
Owner's Signature/Print Title

STATE OF FLORIDA
COUNTY OF MANATEE

Building and Development Services Department
1112 Manatee Ave West, Suite 408
Bradenton, FL 34205
Phone: (941) 749-3012
ReviewerOnCall@mymanatee.org
www.mymanatee.org

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of July (month) 24 (year), by Cary Knight (name of person acknowledging) who is personally known to me or who has produced _____ (type of identification) as identification.

VIDA GORDON
MY COMMISSION # HH 384092
EXPIRES: August 6, 2027

Signature of Notary Public – State of Florida
(Print, Type or Stamp Commissioned Name
Of Notary Public to the Left of Signature)

&l0O MANATEE COUNTY GOVERNMENT
Mail Invoice To:
Clerk of the Circuit Court
MANATEE COUNTY FINANCE
P.O. Box 1000
Bradenton, FL 34206-1000

Release Order No: D2402017
Blanket#:
Date Required:
RO Date: 09/09/24
Ship Via: Bestway
F.O.B.: Destination
Requested By: SIMONA 941-705-1549

VENDOR

V223719
CITY OF BRADENTON
101 OLD MAIN ST
BRADENTON, FL 34205

SHIP TO

S0033
PROPERTY MANAGEMENT
1112 MANATEE AVE W
STE 802
BRADENTON, FL 34205

ITEM	QTY	UM	DESCRIPTION	UNIT PRICE	EXTENSION
001	1,820	TC	SPECIAL USE PERMIT FEES FOR CITY OF BRADENTON	1.00	1,820.00

310-6111150-534000/6111150-0004 1,820.00

Release Order Total 1,820.00

Requisition #:DV165815

Approval Signature: _____

Manatee County Government
1112 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 7458-4501 ext. 5814
simona.brinkman@mymanatee.org

September 9, 2024

Manatee County Animal Resource Center

Narrative

Project Summary:

The Manatee County Animal Resource Center is a comprehensive initiative designed to support pet owners and ensure that animals remain in loving, stable homes. Recognizing the challenges many pet owners face, the center offers a variety of essential services aimed at preventing the surrender of pets to shelters. The center provides on-site case management, accessible veterinary care, behavioral training, a food pantry, and features adoptable animals. By offering these resources, the center enhances the well-being of both pets and their owners, fostering a stronger human-animal bond within the community.

Target Population:

The primary beneficiaries of the Animal Resource Center are low-income families, seniors, and individuals experiencing temporary hardships who might otherwise struggle to provide for their pets. The center also serves as a community hub for pet owners seeking guidance and support in caring for their animals. By focusing on these groups, the center aims to address the root causes of pet surrender and provide targeted assistance to those in need.

Goals and Objectives:

- Keep Pets in Homes: The primary goal of the Animal Resource Center is to keep pets with their families, preventing the emotional and logistical challenges of pet surrender. By providing resources such as veterinary care and behavioral training, the center helps pet owners overcome obstacles that might otherwise lead to relinquishment.
- Reduce Shelter Intake: By offering preventive services and support, the center aims to reduce the number of animals entering local shelters. This not only alleviates the burden on shelter resources but also allows more animals to find permanent homes without the stress of shelter life.
- Enhance Pet Health and Well-being: Accessible veterinary care and a food pantry ensure that pets receive the necessary medical attention and nutrition. This contributes to the overall health and happiness of the animals, which in turn strengthens their bond with their owners.
- Promote Responsible Pet Ownership: Through educational programs and behavioral training, the center encourages responsible pet ownership. This helps pet owners develop the skills and knowledge needed to provide a nurturing environment for their pets.
- Community Engagement and Adoption: By featuring adoptable animals, the center creates opportunities for community members to engage with and support the cause. This not only raises awareness about the importance of keeping pets in homes but also encourages adoption and volunteerism.

Attachments:

1. Special Use Permit Application and Special Use Criteria
2. Affidavit of Ownership/Agent Authorization Form
3. Site Plan

JAMES SATCHER *District 1*
AMANDA BALLARD *District 2*
KEVIN VAN OSTENBRIDGE *District 3*
MIKE RAHN *District 4*
RAY TURNER *District 5*
JASON BEARDEN *At Large*
GEORGE W. KRUSE *At Large*

SPECIAL USE PERMIT REVIEW CRITERIA

1. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   RESPONSE: This site is owned by Manatee County and located at 407 17 Ave West (Parcel ID: 4493800159). There are no new access points proposed. Access to the proposed building site will be from 17th Ave West.

2. Location and design of off-street parking and loading areas regarding the items in "1" above and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on adjoining properties.

   RESPONSE: There are no proposed loading areas. Off-street parking shown on the plan for the Special Use Permit request. No smoke, noise, glare, dust, vibration, fumes, pollution will be generated by the use.

3. Location and design of refuse and service areas regarding availability, adequacy, and effect upon surrounding properties.

   RESPONSE: The county has blanket contracts with two commercial refuse companies. Per the forecasted use by our manager of facilities; two 96-gallon containers will be order and weekly pick-up will be set up. The containers will be housed inside of the building until scheduled pick-up. There will be no affect to surrounding properties.

4. Utilities, regarding location, availability, adequacy, and compatibility with surrounding properties.

   RESPONSE: Water, Sewer is already existing. 3-Phase power to be installed. Please see drawings for locations. This installation will be compatible with surrounding properties.

5. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   RESPONSE: Screening and buffering for the use will be provided in the form of 6’ chain link fencing. Said fencing will be slotted from ground to 4’ per city code. Fencing will NOT be within 35 feet from the intersecting streets or driveways. We will be seeking a variance for the 6’ fence.

6. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

   RESPONSE: Signage is proposed with this Special Use Permit application and the signage has been adjusted to fit the code parameter of 32 square feet.

7. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic values.

   RESPONSE: The proposed Special Use Permit will not hinder the development of any nearby property.

8. Adequacy of land and/or building which are to be used.

   RESPONSE: The proposed site is existing and being repurposed.

9. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to proposed hours of operation.

   RESPONSE: The proposed site currently exists with Manatee County's RESMED Future Land Use Category having R-2 zoning. Proposed use is compatible and appropriate with the adjacent properties and other properties in the district. No special hours of operation sought.

   Environmental quality of the district in which the use is proposed and the effect the Special Use Permit might have on such quality.

   RESPONSE: There is no environmental impact of the use.

10. Consistency with the City of Bradenton Comprehensive Plan.

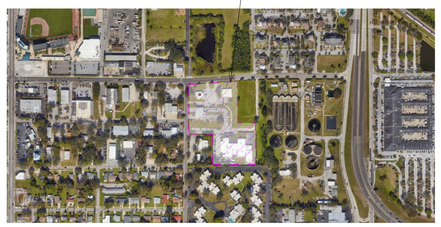
    RESPONSE: The proposed project is a public use facility and is consistent with the Comprehensive Plan. The proposed facility is located within the RESMED Future Land Use Category having R-2 zoning. The proposed use is a continuation of the existing public use facility.

NAME OF PROJECT

Manatee Animal Welfare Resource Center

Issue Date: 09/10/2024
Issued For: 50% CONSTRUCTION DOCUMENTS

VICINITY MAP



PROJECT TEAM

OWNER
Manatee County Government
Property Management Department
Construction Services Division
OWNER REPRESENTATIVE
Simona Brinkman
Project Manager
Property Management Department
simona.brinkman@mymanatee.org
941-748-4501 ext.5814
941-705-1549 Cell
ARCHITECT
OLC (Ohlson Lavoie Collaborative)
2295 S HIAWASSEE ROAD
ORLANDO, FLORIDA 32835
PROJECT MANGER
Maged Elsheikh
Senior Principal, Architect
melsheikh@olcdesigns.com
Off: 407-992-0470

CIVIL, LANDSCAPE AND IRRIGATION
Civil-X, LLC
318 Old Main St,
Bradenton, Fl 34205
PROJECT MANGER
Chris Kolb,PE
chris@civil-x.com
Off: 941-920-1456

MEP ENGINEER
CABRAL ENGINEERING INC
1058 Palm Cove Dr
Orlando, FL 32835
http://www.CabralEngineering.com
PROJECT MANGER
Francisco Cabral, P.E.
President
francisco@cabralengineering.com
M: 321-246-4041

STRUCTURAL ENGINEER
ADVANCED STRUCTURAL DESIGN, INC.
1035 S. Semoran Blvd., Ste. 1019
Winter Park, FL 32792
www.advancedstructuraldesign.com
PROJECT MANGER
Carlos L. Hernandez, PE, SE.
Principal
Tel - 407-677-5836
Fax - 407-677-5894
Cell - 407-924-8577
carlos@advancedstructuraldesign.com

COVER

SHEET #	SHEET NAME	Current Revision	Current Revision Description
A-000	COVER SHEET		
A-001	ABBREVIATION AND SYMBOLS		
A-002	CODE STUDY FLOOR PLAN		
A-003	LIFE SAFETY PLAN		

CIVIL

SHEET #	SHEET NAME	Current Revision	Current Revision Description

LANDSCAPE

SHEET #	SHEET NAME	Current Revision	Current Revision Description

ARCHITECTURAL

SHEET #	SHEET NAME	Current Revision	Current Revision Description
A-004	OVERALL SITE PLAN		
A-005	SITE PLAN		
A-006	SITE DETAILS		
A-007-D	FIRST FLOOR DEMO PLAN		
A-101	FLOOR PLAN		
A-102	FLOOR PLAN DIMENSIONS		
A-104	REFLECTED CEILING PLAN		
A-105	ROOF PLAN		
A-201	EXTERIOR ELEVATIONS		
A-202	INTERIOR ELEVATIONS		
A-203	INTERIOR ELEVATIONS		
A-204	INTERIOR ELEVATIONS & FRAMES		
A-301	SECTIONS & PLAN DETAILS		
A-302	WALL SECTIONS		
A-303	WALL SECTIONS Copy 1		
A-401	ENLARGED PLANS		
A-501	MILLWORK		
A-502	MILLWORK		
A-503	MILLWORK DETAILS		
A-601	SPECIALTY EQUIPMENT PLAN		
A-602	MOUNTUING HEIGHT		
A-701	FINISHES PLAN		

ARCHITECTURAL

SHEET #	SHEET NAME	Current Revision	Current Revision Description
A-702	FINISHES		
A-801	FF&E PLAN		
A-901	SIGNAGE FLOOR PLAN		
A-950	3D RENDERINGS		
A-951	3D RENDERINGS		
A-952	3D RENDERINGS		

STRUCTURE

SHEET #	SHEET NAME	Current Revision	Current Revision Description
S-101	EXISTING ROOF FRAMING PLAN		

ELECTRICAL

SHEET #	SHEET NAME	Current Revision	Current Revision Description
E001	GENERAL - ELECTRICAL		
E002	GENERAL - ELECTRICAL		
E101	SITE ELECTRICAL PLAN		
E201	NEW ELECTRICAL PLANS		
E701	ELECTRICAL DIAGRAMS AND SCHEDULES		
E901	ELECTRICAL DETAILS		

PLUMBING

SHEET #	SHEET NAME	Current Revision	Current Revision Description
P-001	PLUMBING SPECIFICATIONS		
P-002	PLUMBING SPECIFICATIONS		
P-101A	PLUMBING FLOOR PLAN - SANITARY WASTE AND VENT		
P-101B	PLUMBING FLOOR PLAN - DOMESTIC WATER		
P-201	PLUMBING SCHEDULES		
P-301	PLUMBING DETAILS		
P-401	PLUMBING RISERS		

MECHANICAL

SHEET #	SHEET NAME	Current Revision	Current Revision Description
M-001	MECHANICAL SPECIFICATIONS		
M-101	MECHANICAL FLOOR PLAN		
M-301	MECHANICAL SCHEDULES		
M-302	MECHANICAL DETAILS		

PARKING REQUIRMENT

ANIMAL REHABILITATION CENTER 1/250 SQ.FT = 14.6
FULL TIME STAFF + 1/200 FOR CUSTOMER SERVICE = 5+ 10= 15.0
PARKING PROVIDED = 18.0

CONSTRUCTION TYPE: II-B

CLASSIFICATION OF WORK:
- FLORIDA EXISTING BUILDING CODE
- 2023 FLORIDA BUILDING CODE EXISTING BUILDING (EIGHT'S EDITITON)
- 2023 FLORIDA MECHANICAL CODE
- 2023 FLORIDA PLUMBING CODE
- 2020 NATIONAL ELECTRICAL CODE
- 2023 FLORIDA FIRE PREVENTION CODE 8TH EDITION
  - NFPA 101 LIFE SAFETY CODE 2015 WITH FLORIDA AMENDMENTS
  - NFPA 1 UNIFORM FIRE CODE 2015 WITH FLORIDA AMENDMENTS
- 2023 FLORIDA ENERGY EFFICIENCY CODE
- 2023 FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION

SPRINKLED: NOT REQUIRED (NFPA 13)
OCCUPANCY CLASSIFICATION: BUSINESS (B) OCCUPANCY

NUMBER OF STORIES: 1 STORY
BUILDING AREA:
- OVERALL FLOOR AREA = 3,922 SF
- FLOOR AREA INSIDE OF EXTERIOR WALL = 3,656 SF

CONSTRUCTION	TYPE II-B
AREA LIMITATIONS	9,500 SF
HEIGHT LIMITATION	2 STORY
FIRE ALARM	PROVIDED (NFPA 72)
SPRINKLER SYSTEM	NOT REEQUIRED (NFPA 72)

FIRE RATING	REQUIRED	PROVIDED
PRIMARY STRUCTURE SYSTEM	0 HOURS	0 HOURS
BEARING WALLS EXTERIOR	0 HOURS	0 HOURS
BEARING WALLS INTERIOR	0 HOURS	0 HOURS
NONBEARING INTERIOR WALLS	0 HOURS	0 HOURS
FLOOR CONSTRUCTION	0 HOURS	0 HOURS
ROOF CONSTRUCTION	0 HOUR	0 HOUR
NONBEARING WALL EXTERIOR	0 HOURS	0 HOURS

	NON-SPRINKLED	PROVIDED
MAX TRAVEL DISTANCE TO EXIT	200 FT	55 FT
MAX COMMON PATH OF EGRESS	75 FT	60 FT

DISTANCE BETWEEN EXITS MIN 86 x 1/2= 43 FT 72 FT

OCCUPANT LOADS PER FLORIDA FIRE PREVENTION (FFPC) CODE AS THE MOST RESTRICTIVE

BUILDING DESIGNED TO MEET FFPC REQUIREMENT
BASED ON FBC 8TH EDITION, 2023 107.2.1
DESIGN CRITERIA:

WINDLOAD	=	150 MPH
RISK CATEGORY		II
WIND EXPOSURE		D

STATEMENT OF INTENDED USE

- RENOVATION OF AN EXISTING BUILDING TO A RESOURCE CENTER DEDICATED TO PETS NEEDS. IT INCLUDE INFORMATION CENTER, CLINICS, OFFICES, MEET AND GREET FOR CATS AND DOGS, INDOOR TRAINING AREA AND OUTDOOR TRAINING. TOLETS AND UTILITIES.

FLORIDA APPROVAL

BASES OF DESIGN ARE AS FOLLOWS, GC TO SUBMIT CORRESPONDING FLORIDA APPROVAL FOR APPROVED MANUFACTURERS AND SUBSTITUTION .
- STORE FRONT: YKK AP YHS 50 TU FL# 14218.12
- ALUM DOORS: YKK AP 50 H IMPACT DOORS FL# 16554.3
- INSULATED ALUM WALL PANLES: MTEL-SPAN DADE NOA CF - 20-1013.01
- HOLLOW METAL DOORS: CECO DOOR FL# 4553- R13. FL#10723- R8 AND FL# 16355- R3 .

2295 S HIAWASSEE ROAD
SUITE 310
ORLANDO, FLORIDA 32835
T: 407.992.0470
www.olcdesigns.com

09/10/2024:

Manatee Animal Welfare Resource Center
401 17TH AVE W, BRADENTON, FL 34205

NO.	DATE:	TITLE/PURPOSE:

SCALE: 1" = 20'-0"
ISSUE DATE: 09/10/2024
PROJECT #: 24034
TITLE: COVER SHEET

SHEET #:
A-000

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9/11/2024 2:39:42 PM
Autodesk Docs://24034_Manatee Animal Welfare Resource Center/24034-Manatee Animal Welfare Resource Center_v24 R-2.rvt

ABBREVIATIONS

A
- < ANGLE
- @ AT
- A/C AIR CONDITIONING
- AB ANCHOR BOLT
- ABV ABOVE
- ACT ACCOUSTICAL CEILING TILE
- AD AREA DRAIN
- ADD'N ADDITIONAL
- ADD.# ADDENDUM NUMBER ___
- ADJ ADJACENT or ADJUSTABLE
- AFF ABOVE FINISHED FLOOR
- AFG ABOVE FINISHED GRADE
- AGGR AGGREGATE
- AHU AIR HANDLING UNIT
- ALT ALTERNATE
- ALUM ALUMINUM
- ANG ANGLE
- ANOD ANODIZED
- APPROX APPROXIMATE(LY)
- ARCH ARCHITECTURAL
- ATTEN ATTENUATION
- AUTO AUTOMATIC
- AVG AVERAGE
- AWG AMERICAN WIRE GAGE

B
- BD BOX DRAIN
- BEAR BEARING
- BG BUMPER GUARD
- BLDG BUILDING
- BLK BLOCK
- BLK'G BLOCKING
- BM BEAM or BENCHMARK
- BO BY OWNER or BOTTOM OF
- BOF BY OWNER, FUTURE
- BOT BOTTOM
- BSMT BASEMENT
- BTU(H) BRITISH THERMAL UNIT (HOUR)

C
- C.B. CATCH BASIN
- C.C. CUBICLE CURTAIN
- C.F. CUBIC FEET
- C.G. CORNER GUARD
- C.I. CAST IRON
- C.I.P. CAST IN PLACE
- C.J. CONTROL JOINT
- C.M.U. CONCRETE MASONRY UNIT
- C.O. CLEAN OUT
- C.R. COLD ROLLED
- C.T. CERAMIC TILE
- C.W. COLD WATER
- C.Y. CUBIC YARD
- CAB. CABINET
- CEM. CEMENT
- CER. CERAMIC
- CL CENTER LINE
- CLG. CEILING
- CLO. CLOSET
- CLR. CLEAR
- CNTR COUNTER
- COL. COLUMN
- CONC. CONCRETE
- CONN. CONNECTION
- CONST. CONSTRUCTION
- CONT. CONTINUOUS
- CORR. CORRIDOR
- CP. CARPET
- CTR. CENTER

D
- D.F. DRINKING FOUNTAIN
- D.L. DEADLOAD
- D.S. DOWN SPOUT
- DBL. DOUBLE
- DEG. DEGREE
- DEPT. DEPARTMENT
- DIA. DIAMETER
- DIAG. DIAGONAL
- DIM. DIMENSION
- DISP. DISPENSER
- DIV. DIVISION
- DN. DOWN
- DP. DAMPPROOFING
- DR. DOOR
- DTL. DETAIL
- DWG. DRAWING

E
- E. EAST
- E.D. EXHAUST DUCT
- E.I.F.S. EXTERIOR INSULATION FINISH SYSTEM
- E.J. EXPANSION JOINT
- E.O.S. EDGE OF SLAB
- E.T.S. EXPOSED TO STRUCTURE
- E.W.C. ELECTRIC WATER COOLER
- EA. EACH
- EG. MODIFIED EPOXY CEMENT
- EL. ELEVATION
- ELEC. ELECTRICAL
- ELEV. ELEVATOR
- EM ELASTOMERIC MEMBRANE
- EMER. EMERGENCY
- ENAM. ENAMEL
- ENGR. ENGINEER
- EPOXY SEAMLESS EPOXY FLOOR
- EQ. = EQUAL
- EQUIP. EQUIPMENT
- EST. ESTIMATED
- EXH. EXHAUST
- EXIST. EXISTING
- EXP. EXPANSION
- EXT. EXTERIOR

F
- F.A. FIRE ALARM
- F.B.O. FURNITURE BY OWNER
- F.D. FLOOR DRAIN
- F.E. FIRE EXTINGUISHER
- F.E.C. FIRE EXTINGUISHER CABINET
- F.E.P. FINISHED END PANEL
- F.L. FLOW LINE
- F.O. FINISHED OPENING
- F.P. FIREPROOFING
- F.R. FIRE RESISTIVE
- F.R.P. FIBERGLASS REINFORCED PANEL
- F.V.C. FIRE VALVE CABINET
- F.W.C. FIRE WALL COVERING
- FACP FIRE ALARM CONTROL PANEL
- FDN. FOUNDATION
- FF FACTORY FINISH
- FIN. FINISH
- FIXT. FIXTURE
- FLOUR. FLUORESCENT
- FLR. FLOOR
- FRM. FRAME
- FT. FOOT / FEET
- FTG. FOOTING
- FURR. FURRING
- FUT. FUTURE

G
- G.B. GRAB BAR
- G.BK. GLASS BLOCK
- G.C. GENERAL CONTRACTOR
- G.I. GALVANIZED IRON
- G.P. GYM WALL PADDING
- GA. GAUGE
- GALV. GLAVANIZED
- GCMU GLAZED CONCRETE MASONRY UNIT(S)
- GD. GRADE
- GL. GLASS or GLAZING
- GND. GROUND
- GRT. GROUT
- GT. GROUT
- GWB GYPSUM WALLBOARD
- GYP. GYPSUM
- GYP. BD. GYPSUM BOARD

H
- H.B. HOSE BIB
- H.C. HOLLOW CORE
- H.M. HOLLOW METAL
- H.R. HAND RAIL
- H.W. HOT WATER
- HD. HEAD
- HDCP HANDICAP(PED)
- HDW. HARDWARE
- HDWD. HARDWOOD
- HORIZ. HORIZONTAL
- HR. HOUR
- HT. HEIGHT
- HVAC HEATING, VENTILATION & AIR CONDITIONING

I
- I.D. INSIDE DIAMETER
- ID INTERNATIONAL BUILDING CODE
- IM. TREAD TRAINING MAT
- IN INCH
- INCAN INCANDESCENT
- INFO INFORMATION
- INSUL INSULATION
- INT INTERIOR
- INV INVERT

J
- JB JUNCTION BOX
- JC JANITOR'S CLOSET
- JT JOINT

K
- K.D. KNOCK DOWN FRAME
- K.O. KNOCKOUT
- KITCH. KITCHEN
- KPL. KICK PLATE

L
- L. LONG
- L.F. LINEAL FEET
- L.H. LEFT HAND
- L.H.R. LEFT HAND REVERSE
- L.L. LIVE LOAD
- L.W.C. LIGHT WEIGHT CONCRETE
- LAB. LABORATORY
- LAM. LAMINATE
- LAV. LAVATORY
- LB. # POUND
- LBL. LABEL
- LC. LAY-IN GRID CEILING
- LKR. LOCKER
- LT. LIGHT
- LT. WT. LIGHT WEIGHT
- LVR. LOUVER

M
- M.H. MANHOLE
- M.O. MASONRY OPENING
- M.P. MOVEABLE PARTITION
- M.S.B. MOP SERVICE BASIN
- MAS. MASONRY
- MAT'L. MATERIAL
- MAX. MAXIMUM
- MECH. MECHANICAL
- MET. METAL
- MFR. MANUFACTURER
- MIN. MINIMUM
- MISC. MISCELLANEOUS
- MMB MEMBRANE
- MR. MIRROR
- MTD. MOUNT(ED)
- MTL. METAL
- MUL MULLION

N
- N. NORTH
- N.A. NOT APPLICABLE
- N.I.C. NOT IN CONTRACT
- N.T.S. NOT TO SCALE
- NEC'Y. NECESSARY
- NO. NUMBER
- No. # NUMBER
- NOM. NOMINAL

O
- O.A. OVERALL
- O.C. ON CENTER
- O.D. OUTSIDE DIAMETER
- O.R.D. OVERFLOW ROOF DRAIN
- O.T.O. OUTSIDE-TO-OUTSIDE
- OFF. OFFICE
- OH. OVER HEAD
- OPN. OPENING
- OPP. OPPOSITE

P
- P-LAM. PLASTIC LAMINATE
- P. PLASTIC
- P.A.C. PREVIOUSLY AWARDED CONTRACT
- P.L. PROPERTY LINE
- P.M. PLASTIC MAT
- P.R. PROPOSAL REQUEST
- P.S.F. POUNDS PER SQUARE FOOT
- P.S.I. POUNDS PER SQUARE INCH
- P.T. POST TENSIONED SLAB
- P.T.D. PAPER TOWEL DISPENSER
- P.T.D.R. PAPER TOWEL DISPENSER / RECEPTACLE
- P.T.R. PAPER TOWEL RECEPTACLE
- PART BD. PARTICLE BOARD
- PART'N. PARTITION
- PFB. PREFABRICATED
- PL PLATE
- PL. PLATE
- PLAS. PLASTER
- PLYWD. PLYWOOD
- PNL. PANEL
- PR. PAIR
- PREFAB. PREFABRICATED
- PROJ. PROJECT
- PROP. PROPERTY
- PT. PAINT
- PTL PORCELAIN TILE
- PTN. PARTITION
- PV. PAVEMENT
- PVC POLYVINYL CHLORIDE

Q
- Q.T. QUARRY TILE

R
- R. RISER
- R.B. RUBBER BASE
- R.C.P. REFLECTED CEILING PLAN
- R.D. ROOF DRAIN
- R.F. RUBBER FLOORING
- R.H. RIGHT HAND
- R.H.R. RIGHT HAND REVERSE
- R.L. RAIN LEADER
- R.O. ROUGH OPENING
- R.O.D. ROOF OVERFLOW DRAIN
- R.R.T. RUBBER RUNNING TRACK
- R.T. RUBBER STAIR TREAD
- R.W.F. RESILIENT WOOD FLOORING
- RAD. RADIUS
- RAF RESILIENT ATHLETIC FLOORING
- RE-BAR. REINFORCING BAR
- RE. REFER TO or REFERENCE
- REC. RECESSED
- RECPT. RECEPTACLE
- REFRIG. REFRIGERATOR or REFRIGERATED
- REG. REGISTER
- REINF. REINFORCING
- REQ'D. REQUIRED
- RESIL. RESILIENT
- REV. REVISE, REVISED or REVISION
- RFG. ROOFING
- RFL. REFLECTED
- RM. ROOM
- RND ROUND

S
- S. SOUTH
- S.A.P. SUSPENDED ACOUSTICAL PANELS
- S.C. SOLID CORE
- S.C.D. SEAT COVER DISPENSER
- S.D. SOAP DISPENSER
- S.F. SQUARE FEET
- S.N.C. SANITARY NAPKIN CABINET
- S.N.D. SANITARY NAPKIN DISPENSER
- S.N.R. SANITARY NAPKIN RECEPTACLE
- S.R. SINK RECEPTACLE
- S.S. STAINLESS STEEL
- S.V. SHEET VINYL
- S.W. SLAT WALL
- SA. SOLID SURFACE ACRYLIC
- SCHED. SCHEDULE
- SCT SEALED CONCRETE
- SECT. SECTION
- SH. SHELF
- SHT'G. SHEATHING
- SHT. SHEET
- SHWR. SHOWER
- SIM. SIMILAR
- SP. SPECIFICATIONS
- SQ. SQUARE
- ST. STAIN
- STD. STANDARD
- STL. STEEL
- STOR. STORAGE
- STRUCT. STRUCTURE or STRUCTURAL
- STS. STAIR THREAD SYSTEM
- SUSP. SUSPEND(ED)
- SYM. SYMMETRICAL
- SYS. SYSTEM

T
- T TREAD
- T&B TOP AND BOTTOM
- T&G TONGUE AND GROOVE
- T.O. TOP OF
- TB TOWEL BAR
- TCP TIOLET COMP./SOLID PLASTIC
- TEL TELEPHONE
- TEMP TEMPERED (ATURE)
- THK. THICK or THICKNESS
- THRU THROUGH
- TOC TOP OF CONCRETE
- TOM TOP OF MASONRY
- TOS TOP OF STEEL
- TPD TOILET PAPER DISPENSER
- TS TRANSITION STRIP
- TV TELEVISION
- TYP TYPICAL
- TZ. TERRAZZO

U
- U UP
- UG. UNDERGROUND
- UNF UNFINISHED
- UON UNLESS OTHERWISE NOTED
- UOS UNLESS OTHERWISE SPECIFIED
- URN. URINAL

V
- (V) VERIFY
- VB VINYL BASE
- VC VINYL COAT
- VCB VENTED COVE BASE
- VCT VINYL COMPOSITION TILE
- VERT VERTICAL
- VEST VESTIBULE
- VF VINYL FLOORING
- VIF VERIFY IN FIELD
- VTR VENT THROUGH ROOF
- VWC VINYL WALL COVERING

W
- W WEST
- W/ WITH
- W/O WITHOUT
- WB WASTE BASKET
- WC WATER CLOSET
- WCV WALL COVERING
- WD WOOD
- WDP WOOD PANELING
- WDW WINDOW
- WF WIDE FLANGE
- WGL WIRED GLASS
- WH WALL HUNG
- WH. WIDTH
- WP WATERPROOF(ING)
- WR WATER RESISTANT
- WSCT WAINSCOT
- WT WEIGHT
- WWF WELDED WIRE FABRIC

PROJECT SYMBOL

BUILDING SECTION — SECTION & SHEET NUMBER POINT IN DIRECTION OF CUT

SECTION CUT — SECTION & SHEET NUMBER POINT IN DIRECTION OF CUT

ELEVATION REFERENCE — SECTION & SHEET NUMBER POINT IN DIRECTION OF VIEW

DETAIL REFERENCE — DETAIL & SHEET NUMBER AREA OF DETAIL

ELEVATION MARK — LOCATION ELEVATION REFERENCE

SPOT ELEVATION — ELEVATION LOCATION

MATCHLINE

STRUCTURAL GRID — GRID DESTINATION

BREAK LINE — BREAK IN BODY OF DRAWING

ROOM NAME & NUMBER — ROOM NAME, ROOM NUMBER

WALL TYPE — WALL TYPE DESIGNATION, SEE WALL TYPE SCHEDULE

DOOR — DOOR DESIGNATION, SEE DOOR SCHEDULE

WINDOW — WINDOW DESIGNATION, EXTERIOR STARTS WITH "FA-", INTERIOR STARTS WITH "FB-"

MIRROR — MIRROR DESIGNATION, SEE MIRROR SCHEDULE, STRATS WITH "MR-"

TOILET ACCESSORIES — ACCESSORY DESIGNATION, SEE ACCESSORY SCHEDULE, STRATS WITH "T"

BUILDING EQUIPMENT AND SPECIALTIES — EQUIPMENT (DIVISION 11) SPECIALTIES (DIVISION 10) STARTS WITH A LETTER

MILLWORK, CASEWORK / KEYNOTE — CASEWORK TYPE / MILLWORK STARTS WITH "M-"

REVISION — REVISION DESIGNATION, SEE TITLE BLOCK

ROOM FINISH

ROOM NAME	
B	B101
W	PT01
	101

TYPICAL WALL BASE
TYPICAL WALL FINISH
ROOM NUMBER

FINISH SURFACE — ACCENT WALL INDICATION

ACCENT / ATYPICAL FINISH CODE

PROPERTY LINE
FENCE
SANITARY SEWER
STORM DRAIN
WATER
ELECTRIC POWER
GAS LINE
FOUNDATION DRAIN
PROPOSED CONTOUR LINE
PARKING LOT LIGHTING
HYDRANT
MANHOLE
CATCH BASIN
UTILITY POLE
SIGNAGE
HVAC SUPPLY DIFFUSER
HVAC RETURN AIR GRILL
RECESSED FLUORESCENT LIGHT FIXTURES
SURFACE MOUNTED FLUORESCENT LIGHT FIXTURES
INCANDESCENT LIGHT FIXTURES
TRACK LIGHTING SYSTEM
PENDANT LIGHT FIXTURES
EXIT LIGHTS
TV MOUNTING BRACKETS
RECESSED LOW VOLTAGE DOWN LIGHT

SPECIFICATION MANUAL DRAWING REFERENCE

GENERAL NOTES

ATTENTION-CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS, TRADESPERSONS AND ALL USERS OF THESE DRAWINGS: CAREFULLY AND THOROUGHLY REVIEW THE GENERAL NOTES FIRST BEFORE USING THE DRAWINGS. IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THE QUALIFICATIONS LISTED BELOW.

1. IF THERE IS CONFLICTS IN DRAWING OR BETWEEN DRAWINGS AND SPECS, THE MOST EXPENSIVE APPLIES.
2. IF ITEM SHOWN GRAPHICALLY BUT MISSING A TAG OR MODEL NUMBER TO BE CLARIFIED BY BID QUESTION DURING BID AND BE INCLUDED IN THE BID.
3. ITEMS SHOWN IN A NON-STANDARD LOCATION, MISSING A TAG, MODEL NUMBER, OR SPECS IS NOT AN ACCEPTABLE BASES FOR A CHANGE ORDER.
4. CONTRACTOR TO ASSUME ALL ITEMS SHOWN GRAPHICALLY IN THE BUILDING IS THEIR RESPONSIBILITY TO PROVIDE AND INSTALL UNLESS SPECIFICALLY INDICATED OTHERWISE.
5. IF ELECTRICAL EQUIPMENT OR ELECTRIFIED EQUIPMENT IS SHOWN BUT MISSING ELECTRICAL POWER IT NEEDS TO BE CLARIFIED BY BID QUESTION DURING BID AND TO BE INCLUDED IN THE BID IF NOT ASKED.
6. CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND TRADES PERSONS, BE ALERTED THAT WORK YOU ARE INTERESTED IN MAY NOT BE CONTAINED ALL TOGETHER IN ONE PLACE OR IN ONE SERIES OF DRAWINGS (ARCH., STRUCT., MECH., ETC.), OR IN ONE SPECIFICATION SECTION. REQUIREMENTS FOR ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL CAN BE SHOWN ONLY ON ARCHITECTURAL DRAWINGS: REQUIREMENTS FOR ANY DISCIPLINE CAN BE SHOWN ON THE DRAWINGS OF OTHER DISCIPLINES. REQUIREMENTS FOR ONE DISCIPLINE CAN BE SHOWN BOTH WITH THAT DISCIPLINE AND ANOTHER AS WELL. EVERY EFFORT HAS BEEN MADE TO MAKE THESE DOCUMENTS CONCISE AND COORDINATED, TO DEFINE WORK IN THE MOST LOGICAL PLACE, AND TO DESCRIBE WORK IN ONE PLACE ONLY. HOWEVER; REMEMBER YOUR SCOPE OF WORK CAN BE CONTAINED IN VARIOUS PLACES WITH VARYING DESCRIPTIONS. DO NOT CONSIDER THERE IS ONLY ONE CUSTOMARY PLACE TO LOCATE YOUR WORK. DO NOT OMIT WORK FROM YOUR SCOPE BECAUSE THE ENTIRE SET OF DOCUMENTS WAS NOT REVIEWED. DO NOT PRESUME YOUR SCOPE OF WORK IS SINGULARLY DEFINED. THE ENTIRE SET OF CONTRACT DOCUMENTS DEFINES THE SCOPE OF WORK FOR THE ENTIRE PROJECT AS WELL AS ANY PARTICULAR TRADE, ETC. YOU MUST REVIEW ALL DRAWING SHEETS AND SPECIFICATIONS DIVISIONS/SECTIONS TO DETERMINE THE EXTENT OF YOUR WORK.
7. TYPICALLY MECHANICAL, ELECTRICAL, AND PLUMBING DRAWINGS SHOW EQUIPMENT, PIPING, ETC. IN A DIAGRAMMATIC WAY WITHOUT DIMENSIONING. THESE DRAWINGS DO NOT NECESSARILY ACKNOWLEDGE ARCHITECTURAL DETAILING FOR SHAFTS, CHASES, EASEMENTS, ETC. GENERAL CONTRACTOR TO COORDINATE THE LOCATIONS OF ALL M.E.P. EQUIPMENT, FIXTURES, PIPING, ETC. WITH THE ARCHITECTURAL AND STRUCTURAL DRAWINGS.
8. THE FIRE SPRINKLER SYSTEM IS DESIGNED BY THE INSTALLING SUBCONTRACTOR. THIS DESIGNER / SUBCONTRACTOR MUST COORDINATE LAYOUT, CLEARANCES, LOCATION AND HEAD HEIGHTS WITH THE MECHANICAL DUCT WORK LAYOUT, LIGHTING LAYOUT, AND THE REFLECTED CEILING PLANS. ADDITIONALLY, SOME OF THE BUILDING SPACES WHERE THE SPRINKLER SYSTEM IS TO BE INSTALLED MAY BE SHOWN IN THESE DOCUMENTS HOWEVER ALL SPACES MAY NOT BE DETAILED OR DESCRIBED. SPRINKLER DESIGN MUST BE COORDINATED WITH ALL PROVISIONS OF THESE DOCUMENTS; SPRINKLER DESIGNER: DO NOT RELY SOLELY ON THE DRAWINGS TO DESCRIBE AND IDENTIFY BUILDING SPACES FOR YOUR SYSTEM. ALSO DO NOT RELY SOLELY ON ONE DRAWING SERIES OR ON THE DRAWINGS OF ONE DISCIPLINE IN DESIGNING YOUR SYSTEM. GENERAL CONTRACTOR CONFIRM SPRINKLER DESIGNER / SUBCONTRACTOR HAS COORDINATED THEIR WORK.
9. ALL LAYOUT SHALL MAINTAIN THE INTEGRITY OF THE ARCHITECTURAL AESTHETICS AND SHALL NOT CROSS ANY FENESTRATION; ALL CARE SHALL BE GIVEN UPON DESIGN AND LAYOUT TO ADHERE TO THE ARCHITECTURAL CONSTRUCTION AND AESTHETIC INTEGRITY. ALL QUESTIONS SHALL BE FORWARDED TO THE ARCHITECT FOR REVIEW AND RESPONSE. PRE APPROVE LAYOUT PRIOR TO FINALIZING DESIGN.
10. STRUCTURE, MECHANICAL, ELECTRICAL AND SPRINKLER FEATURES MUST EXIST IN THE SAME CEILING SPACES. EACH TRADE MUST LAYOUT AND INSTALL THEIR RESPECTIVE CONDITIONS WITH AWARENESS OF THE OTHER TRADES THAT NEED TO SHARE THE SPACES. EACH TRADE MUST NOT ASSUME THEIR INSTALLATIONS CONDITIONS HAVE BEEN CONSIDERED IN THE DESIGN AND SHOP DRAWINGS PREPARED BY THE OTHER TRADE. EVERY EFFORT HAS BEEN MADE TO COORDINATE ARCHITECTURAL, STRUCTURE, MECHANICAL, AND ELECTRICAL REQUIREMENTS, IN THESE DOCUMENTS. THE SPRINKLER DESIGN DOES NOT OCCUR UNTIL THE CONSTRUCTION IS UNDERWAY. SO IT HAS NOT BEEN ACTUALLY INCLUDED IN THESE DOCUMENTS. THESE CAN BE PLACES THAT REQUIRE ADDITIONAL COORDINATION AND MODIFICATIONS. EACH TRADE CONTRACTOR TO REVIEW THEIR REQUIREMENTS WITH THE OTHER TRADE AND PROVIDE COORDINATION DURING SHOP DRAWINGS AND CONSTRUCTION. THIS EFFORT TO BE OVERSEEN BY THE GENERAL CONTRACTOR.
11. ALL REQUESTS FOR ADDITIONAL INFORMATION AND/OR CLARIFICATION MUST BE SUBMITTED TO THE ARCHITECT IN WRITING VIA A PROJECT REQUEST FOR INTERPRETATION FORM.
12. TERM BY OTHERS TO BE INTERPRETED AS BY DIFFERENT SUBCONTRACTORS AND BE PART OF THE GC BID.
13. THIS SET OF DOCUMENTS IS ORGANIZED TO CONVEY INFORMATION AS CLEARLY AS POSSIBLE IN ONE PLACE.
    THE WALL TYPES ARE DESCRIBED IN A SCHEDULE A111, AND KEYED ON THE SHEET A111;
    DOORS ARE DESCRIBED IN A SCHEDULE ON A110, AND KEYED ON THE SHEET A110;
    GLAZING FRAMES ARE DESCRIBED ON A202, AND KEYED ON A110 THRU A111 PLANS;
    MILLWORK, GUARDRAILS, BUILDING EQUIPMENT, AND BUILDING SPECIALTIES ARE DESCRIBED IN SCHEDULES AND IN PLAN AT MULTIPLE LOCATIONS OF THIS DRAWING PACKAGE (REFER TO FULL PACKAGE);
    TOILET ACCESSORIES ARE DESCRIBED IN A SCHEDULE, AND KEYED ON THE SHEET A4005.

COMPLETENESS OF BID

1. THE CONTRACTOR IS TO ASSUME THE CONTRACT US COMPLETE AS TO ALL NECESSARY PARTS AND SHALL BID ACCORDINGLY. THE CONTRACTOR SHALL SUPPLY AND INSTALL ALL NECESSARY DEVICES AND EQUIPMENT TO ENSURE A SAFE AND WORKABLE SYSTEM. OMISSIONS FROM THE PLANS AND SPECIFICATIONS OF ANY EQUIPMENT, DEVICE, ETC., REQUIRED BY APPLICABLE CODES AND STANDARDS, SHALL NOT RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY TO FURNISH AND INSTALL SAME AT NO ADDITIONAL COST TO THE OWNER. SHOULD ANY OMISSION BE DISCOVERED IN THE PLANS, IT MUST BE BROUGHT TO THE ATTENTION OF THE OWNER AND ARCHITECT IN A TIMELY MANNER PRIOR TO THE START OF ANY WORK. SUCH MODIFICATION SHALL BE MADE BY A LETTER DESCRIBING FULLY SUCH OMISSION.
2. ALL WORK, WHETHER SHOWN OR IMPLIED, UNLESS SPECIFICALLY QUESTIONED, SHALL BE CONSIDERED FULLY UNDERSTOOD IN ALL RESPECTS BY THE GENERAL CONTRACTOR, AND THEY WILL BE RESPONSIBLE FOR ANY MISINTERPRETATIONS OR CONSEQUENCES THEREOF FOR ALL WORK ON ALL DRAWINGS.
3. THE DRAWINGS AND SPECIFICATIONS ARE DESIGN DRAWINGS AND GENERALLY ARE DIAGRAMMATIC. THEY DO NOT SHOW EVERY CONDITION OR COMPONENT WHICH MAY BE REQUIRED IN THE CONTRACT WORK FOR INSTALLATION IN THE SPACE ALLOTTED. THE CONTRACTOR SHALL FOLLOW THE DRAWINGS AS CLOSELY AS PRACTICAL AND HE SHALL INSTALL ADDITIONAL MATERIALS AND SYSTEMS BASED UPON MEASUREMENTS TAKEN AT THE BUILDING, AS MAY BE REQUIRED FOR INSTALLATION OF THE WORK. CHANGES FROM THESE DRAWINGS REQUIRED TO MAKE THIS WORK CONFORM TO THE BUILDING CONSTRUCTION WORK OF OTHER TRADES SHALL BE MADE BY THIS CONTRACTOR WITHOUT ADDITIONAL COST TO THE OWNER, BUT ONLY WITH THE PRIOR APPROVAL OF THE ARCHITECT/ENGINEER. ALL MAJOR CHANGES SHALL BE SHOWN ON SHOP DRAWINGS TO BE SUBMITTED BEFORE THE CHANGES ARE MADE.
4. THE CONTRACTOR SHALL EXAMINE ALL DRAWINGS AND ALL SECTIONS OF THE SPECIFICATIONS AND SHALL BE RESPONSIBLE FOR ASCERTAINING TO WHAT EXTENT OTHER DRAWINGS AND SECTIONS AFFECT THE WORK. EACH SUBTRADE WILL BE RESPONSIBLE FOR REVIEWING THE ENTIRE SET OF DRAWINGS AND NOTING THEIR WORK AS APPLICABLE. ALL WORK INDICATED OR INFERRED ON THE DRAWINGS AND /OR SPECIFICATIONS WILL BE DEEMED AND INCLUDED IN ALL CONTRACTOR'S COSTS.
5. NO MATERIAL SUBSTITUTIONS SHALL BE MADE. THE ARCHITECT WILL CONSIDER MATERIAL CHANGE REQUESTS ON AN INDIVIDUAL BASIS. CONTRACTOR MUST SUBMIT SAMPLES AND CUT SHEETS, WITH SPECIFICATIONS, FOR WRITTEN APPROVAL BY THE ARCHITECT PRIOR TO THE START OF ANY WORK.
6. IN CASE OF DISAGREEMENT BETWEEN DRAWINGS AND SPECIFICATIONS, WITHIN EITHER DOCUMENT ITSELF, BETTER QUALITY OR GREATER QUANTITY OF WORK WILL BE BASIS OF CONTRACT.

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SUITE 310
ORLANDO, FLORIDA 32835
T: 407.992.0470
www.olcdesigns.com

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Manatee Animal Welfare Resource Center

401 17TH AVE W, BRADENTON, FL 34205

NO. DATE: TITLE/PURPOSE:

SCALE: **As indicated**
ISSUE DATE: **09/10/2024**
PROJECT #: **24034**
TITLE: **ABBREVIATION AND SYMBOLS**

SHEET #:
A-001

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CODE ANALYSIS

DESCRIPTION	CODE SECTION	DISCUSSION	BUILDING
BUILDING LOCATION:		1 STORY COMMUNITY CENTER	
		FOUNDATIONS: CAST IN PLACE CONCRETE	
		BUILDING FRAME: PRE-ENGINNERED METAL BUILDING	
		ROOF: PRE ENGINNERED STANDING SEAM ROOF	
		FLOOR CONSTRUCTION: SLAB ON GRADE	
		EXTERIOR WALLS, STUCCO OVER CMU WALLS, 1" RIGID INSULATION. 2 1/2" STUDS AND HIGH IMPACT BYP BD.	
CODES		SEE CODE LIST COVER SHEET	
OCCUPANCY CLASSIFICATION:	CHAPTER 3 SECTION 303	FIRST FLOOR, GROUP A-3 AND B NON-SEPARATED ACCESSORY	
BUILDING AREA		CODE AREA (INSIDE FACE OF EXT. WALLS)	GROSS ARE INCLUDES ALL EXTERIOR WALLS
		FIRST FLOOR = 3,433 S.F. USABLE AREA	NO AREA INCREASE
		GROSS AREA = 3,480 S.F.	INSIDE OF EXTERIOR WALLS
GENERAL HEIGHT AND AREA LIMITATIONS	TABLE 503	CONSTRUCTION TYPE	TYPE II-B
AREA MODIFICATION:	SECTION 506.2	B OCCUPANCY NON SPLINKLER = 23,000 SQ.FT FIRST FLOOR	
	INCREASE FOR FRONTAGE	23,000 x 0.75 =7,125 SQ.FT FIRST FLOOR	
		TOTAL AREA = 30,125 SQ.FT PER FLOOR	ALLOWABLE 30,125 SQ.FT
MAXIMUM HEIGHT	SECTION 504.3	MAXIMUM HEIGHT 55 FEET	
	SECTION 504.2	MAXIMUM TABULAR HEIGHT 3 STORIES	ACTUAL 1 STORY
	ECTION 508.3.2	NON SEPARATED OCCUPANCIES ALLOWABLE AREA AND HEIGHT BASED ON MOST RESTRICTIVE B MOST RESTRICTIVE	
TYPE OF CONSTRUCTION	TABLE 601.1	STRUCTURAL FRAMES; INCLUDING COLUMNS, GIRDERS, TRUSSES	0 HOUR
	TYPE II-B	BEARING WALL EXTERIOR	0 HOUR
		BEARING WALL INTERIOR	0 HOUR
		NON BEARING WALLS AND PARTITIONS EXTERIOR	0 HOURS > 30 FT
		NON BEARING WALLS AND PARTITIONS INTERIOR	0 HOURS
		FLOOR CONSTRUCTION: INCLUDING SUPPORTING BEAMS AND JOIST	0 HOUR
		ROOF CONSTRUCTION: INCLUDING SUPPORTING BEAMS AND JOIST	0 HOUR
	SECTION 708.1	CORRIDOR SERVING OVER 30 OCCUP. FIRE PARTITION BASED ON SECTION 1020.2.	1 HOUR
FIRE-RESISTANCE-RATED CONSTRUCTION	CHAPTER 7	MAXIMUM AREA OF EXTERIOR WALL OPENINGS: FIRE SEPARATION IS GREATER THAN 30' - NO LIMIT ON UNPROTECTED OPENINGS.	
FIRE PROTECTION SYSTEM	CHAPTER 9		
	903.2.1.3 Group A-3	SPRINKLER SYSTEM IS NOT REQUIRED BASED ON	
		BUILDING IS LESS THAN 12,000 SQ.FT.	
		OCCUPANCY IS LESS THAN 300 AND IT IS ONE STORY ONLY.	
	SECTION 906	PORTABLE FIRE EXTINGUISHERS SHALL BE PROVIDED IN OCCUPANCIES AND LOCATIONS AS REQUIRED BY THE FIRE CODES	
MEANS OF EGRESS	CHAPTER 10 TABLE 1004.5	MINIMUM FLOOR AREA ALLOWANCES PER OCCUPANT	
	FFPC TABLE 7.3.1.2	RESTROOMS 50 ACCESSORY STORAGE 300	SEE PLAN FOR ROOM BY ROOM OCCUPANCY LOAD CALCULATIONS*
		MEETING ROOM 20 BUSINESS USE 150	
		WAITING 15 PET KANNEL/ TRAINING 50	
		KITCHEN 100	
			INDOOR
OCCUPANTS LOADS		FIRST FLOOR	55 OCCUPANTS
SECTION 1005.1 W/ SPRINKLER SYSTEM	SECTION 1005.1	EGRESS WIDTH PER PERSON SERVED = 0.2 INCHES/PERSON DOORS:	
	FFPC TABLE 7.3.3.1	FIRST FLOOR REQUIRED 16.6" REQUIERED 267"PROVIDED	SEE EGRESS TABLE SAME PAGE
	NFPA TABLE 7.3.3.1	EGRESS WIDTH PER PERSON SERVED = 0.20 INCHES/PERSON	SEE EGRESS TABLE SAME PAGE
	SECTION 1005.1	16.6" REQUIRED 267" PROVIDED	SEE EGRESS TABLE SAME PAGE
	SECTION 1005.1	MULTIPLE MEANS OF EGRESS SHALL BE SIZED SUCH THAT THE LOSS OF ANY EGRESS SHALL NOT REDUCE THE AVAILABLE CAPACITY TO LESS THAN 50% OF THE REQUIRED CAPACITY	PROVIDED
	1015.2.1 EXCEPTION 2	TWO EXIT OR EXIT ACCESS DOORWAYS: 903.3.1.1 OR 903.3.1.2 THE SEPARATION DISTANCE OF THE EXIT DOORS SHALL BE NOT LESS THAN ONE-HALF OF THE LENGTH OF THE MAXIMUM OVERALL DIAGONAL DIMENSION OF THE AREA SERVED.	PROVIDED
	SECTION 1016	TRAVEL DISTANCE IN A NON SPRINKLED BUILDING - THE TRAVEL DISTANCE SHALL NOT EXCEED 200 FT.	PROVIDED
	TABLE 1018.1	CORRIDOR FIRE-RESISTANT RATING: "B" OCCUPANCY WITHOUT SPRINKLER SYSTEM WITH OCCUPANCY OVER 30- 1 HOUR RATING	NOT REQUIRED

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SUITE 310
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T: 407.992.0470
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NO.	DATE:	TITLE/PURPOSE:

SCALE:
ISSUE DATE: **09/10/2024**
PROJECT #: **24034**
TITLE: **CODE STUDY FLOOR PLAN**

SHEET #:
A-002

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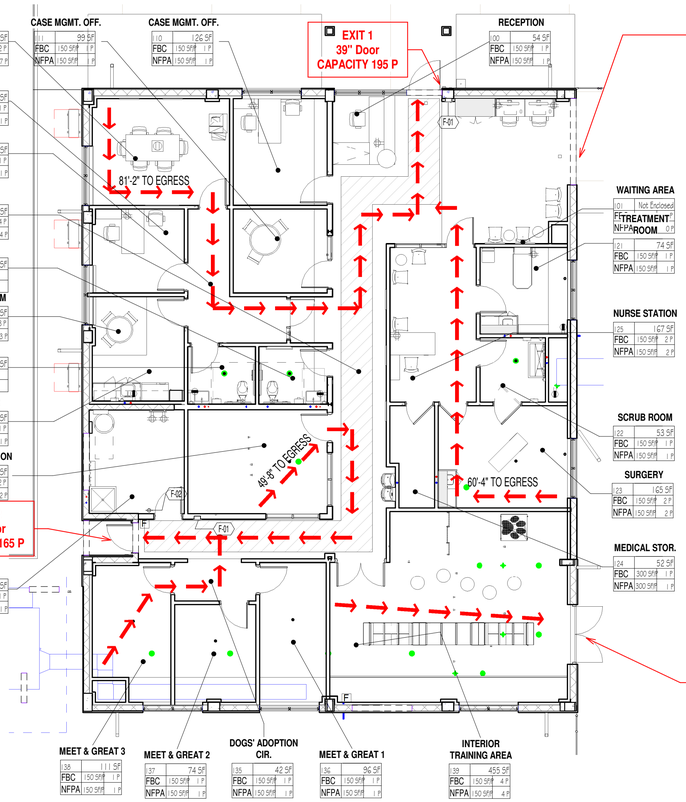
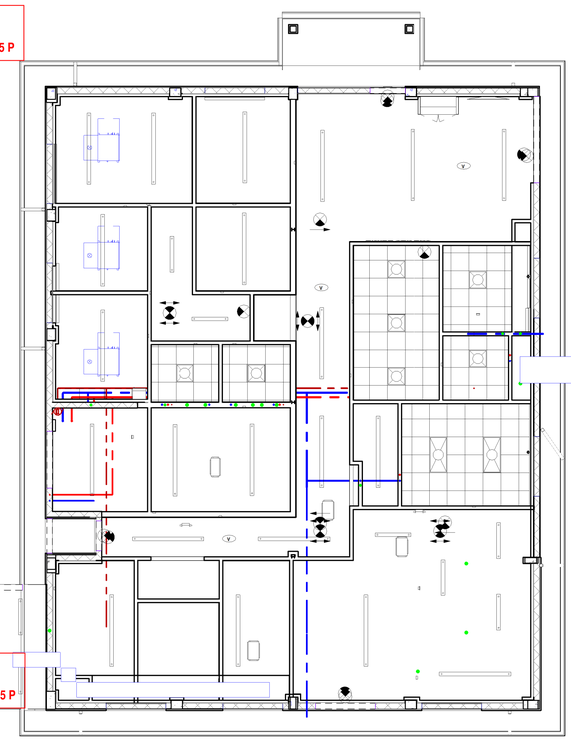


1 FIRST FLOOR CODE PLAN
1/8" = 1'-0"

Graphic Scale: 1 inch = 8 feet
0 8' 16'



2 FIRST FLOOR PLAN EMERGENCY LIGHT
1/8" = 1'-0"

CODE NOTES

1. SUBCONTRACTOR TO PROVIDE 3 SETS OF MANATEE COUNTY PRODUCT APPROVAL FORMS FILLED OUT FOR NEW ROOFING MATERIAL AND A/C STANDARDS AS NEEDED.
2. ALL DOOR HARDWARE TO MEET ACCESSIBILITY REQUIREMENTS.
3. ALL EGRESS DOORS TO HAVE PANIC HARDWARE IN AREA WITH OCCUPANT LOAD MORE THAN 50 AND EXTERNAL EXIT DOORS.
4. ALL ACCESS CONTROLLED EGRESS GATE TO BE CONNECTED TO FIRE ALARM, AND TO RELEASE ELECTRIC STRIKE ON ALARM CONDITION.
5. ALL WOOD USED WITHIN PROJECT TO BE CLASS B.
6. OCCUPANT LOAD SIGNS WILL BE PROVIDED IN ACCORDANCE WITH NFPA 101 SECTION 7.3.1.2 AND TO BE DISPLAYED AT CONSPICUOUS PLACES.
7. FIRE EXTINGUISHERS IS PROVIDED PER NFPA 101 SECTION 9.7.4.1.
8. EMERGENCY LIGHTING IN ACCORDANCE WITH NFPA 101, SECTION 7.9.
9. EXIT SIGNS SHALL BE PROVIDED IN ACCORDANCE WITH NFPA 101, SECTION 7.8.
10. ELECTRICALLY CONTROLLED EGRESS DOORS SHALL COMPLY WITH NFPA 101, SECTION 7.2.1.5.6
11. ALL INTERIOR FINISH MATERIAL TO BE IN COMPLIANCE WITH NFPA 101 SECTION 10.2
12. DEAD-END CORRIDORS IN ANY WORK AREA SHALL NOT EXCEED 35 FEET.

CONSTRUCTION, ALTERATION AND DEMOLITION SAFETY NOTES

1. ALL WORK TO COMPLY WITH NFPA 241.
2. ALL TRASH AND DEBRIEFS TO BE REMOVED DAILY.
3. EXITS ARE TO REMAIN CLEAR AND UNOBSTRUCTED DURING CONSTRUCTION.

CODE SCHEDULE						
Number	Name	Area	FFPC O L	FFPC OCCUP	FBC O L	FBC OCUP.
FIRST FLOOR						
100	RECEPTION	54 SF	150.0 SF	1	150 SF	1
103	CIRC.	485 SF	150.0 SF	4	150 SF	4
110	CASE MGMT. OFF.	126 SF	150.0 SF	1	150 SF	1
111	CASE MGMT. OFF.	99 SF	150.0 SF	1	150 SF	1
112	CIR.	104 SF	150.0 SF	1	150 SF	1
113	TOILET	49 SF	0.0 SF		0 SF	
114	TOILET	49 SF	0.0 SF		0 SF	
115	BREAK ROOM	39 SF	15.0 SF	3	15 SF	3
115A	PREP. CIR	80 SF	100.0 SF	1	100 SF	1
116	OFFICE	96 SF	150.0 SF	1	150 SF	1
117	MEETING	183 SF	30.0 SF	7	150 SF	2
121	TREATMENT ROOM	74 SF	150.0 SF	1	150 SF	1
122	SCRUB ROOM	53 SF	150.0 SF	1	150 SF	1
123	SURGERY	165 SF	150.0 SF	2	150 SF	2
124	MEDICAL STOR.	52 SF	300.0 SF	1	300 SF	1
125	NURSE STATION	167 SF	150.0 SF	2	150 SF	2
130	CATS' ADOPTION	181 SF	150.0 SF	2	150 SF	2
132	MECH.	123 SF	300.0 SF	1	300 SF	1
135	DOGS' ADOPTION CIR.	42 SF	150.0 SF	1	150 SF	1
136	MEET & GREAT 1	96 SF	150.0 SF	1	150 SF	1
137	MEET & GREAT 2	74 SF	150.0 SF	1	150 SF	1
138	MEET & GREAT 3	111 SF	150.0 SF	1	150 SF	1
139	INTERIOR TRAINING AREA	455 SF	150.0 SF	4	150 SF	4
23		2958 SF		36		33
Grand total: 23		2958 SF		36		33

FIRE EXTINGUSHER SCHEDULE				
MARK	DESCRIPTION	Manufacturer	Model	Comments
F-01	RECESSED CABINET AND FIRE EXTINGUISHER TYPE A-B-C - 5 LB CAPACITY	Nystrom		CONTRACTOR SUPPLIED/ INSTALLED
F-02	FIRE EXTINGUISHER & BRACKETS	NYSTROM		CONTRACTOR SUPPLIED/ INSTALLED

B- OCCUPANCY

GROSS AREA= 3656 SQ.FT. / (150 SQ. FT./ OCCUPANT) = 25 OCCUPANTS

PLUMBING FIXTURES COUNT						
	NO. OF FIXTURES					
	UNIT/ OCC.	NO. OF OCC.	REQUIRED	PROPOSED		
				TOILETS	URINALS	
MALES		13				
TOILETS	1/25		0.5	1	0	1
LAVATORIES	1/40		0.35	1		1
FEMALES		13				
TOILETS	1/25		0.5	1		1
LAVATORIES	1/40		0.35	1		1
WATER COOLERS	1/100	25	1	2	(1 UNITS OF HI/ LO)	2

IF BASED ON OCCUPANCY (CIRCULATION OCCUPANCIES TO BE TAKEN OUT FROM THE TOTAL)
TOTAL - CIR = PLUMBING COUNT OCCUPANCY
43 - 8 = 35 OCCUPANTS < 50 2 UNSEX TOILETS

EGRESS CALCULATIONS

	OCCUPANTS		DOOR FACTOR		DOOR WIDTH REQ'D		DOOR WIDTH PROVIDED
	NFPA	FBC	NFPA	FBC	NFPA	FBC	
FIRST FLOOR	43	38	0.20	0.20	8.6"	7.6"	267

EMERGENCY EXIT PATH
CLEAR DIM OF EXIT ROUTE
CEILING HUNG EXIT SIGN
WALL HUNG EXIT SIGN
CR CARD READER
DE 15 SEC DELAYED EGREES
PB ADA PUSH BUTTON

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ORLANDO, FLORIDA 32835
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TITLE: LIFE SAFETY PLAN

SHEET #:
A-003

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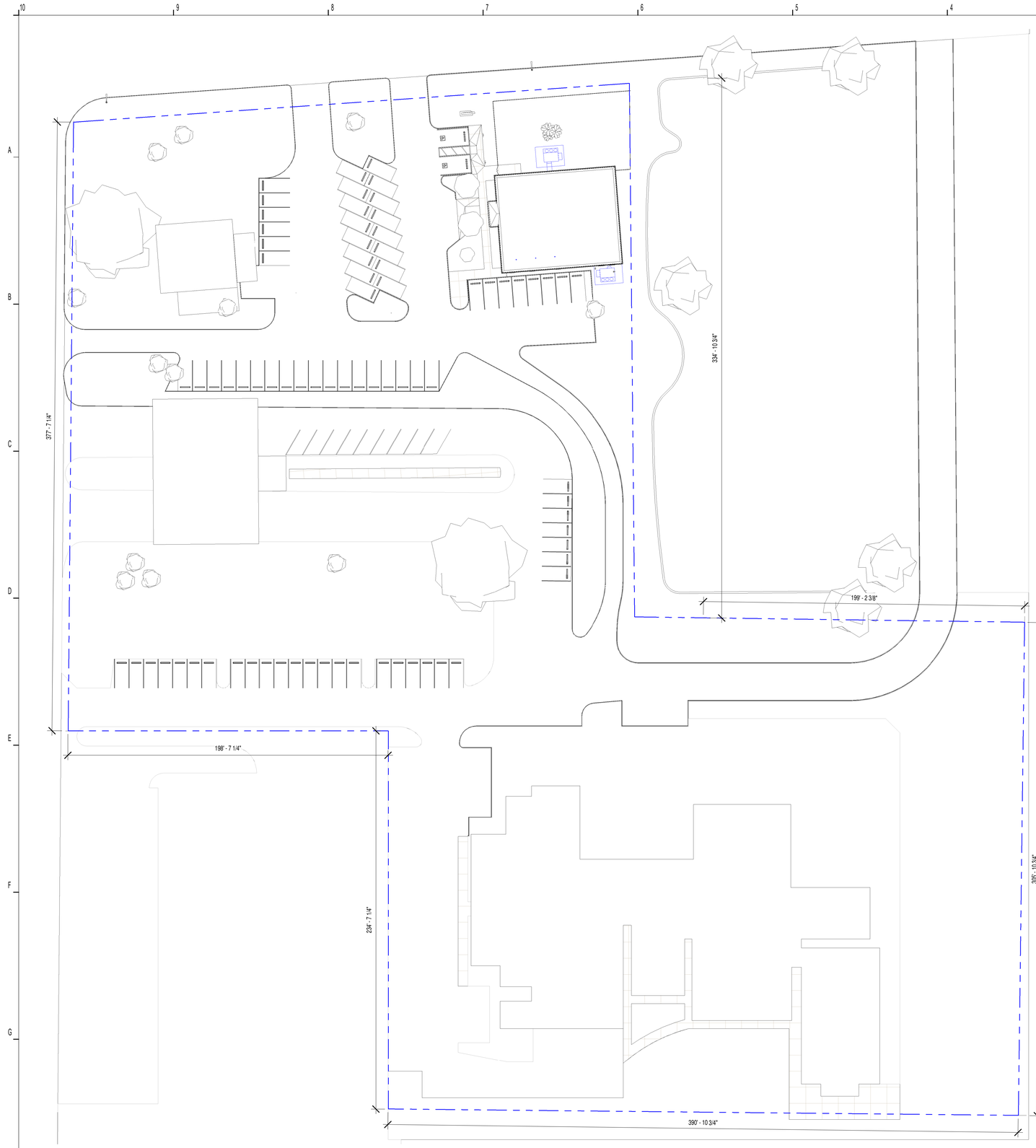

1 OVERALL SITE PLAN
1/32" = 1'-0"

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TITLE: OVERALL SITE PLAN

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A-004

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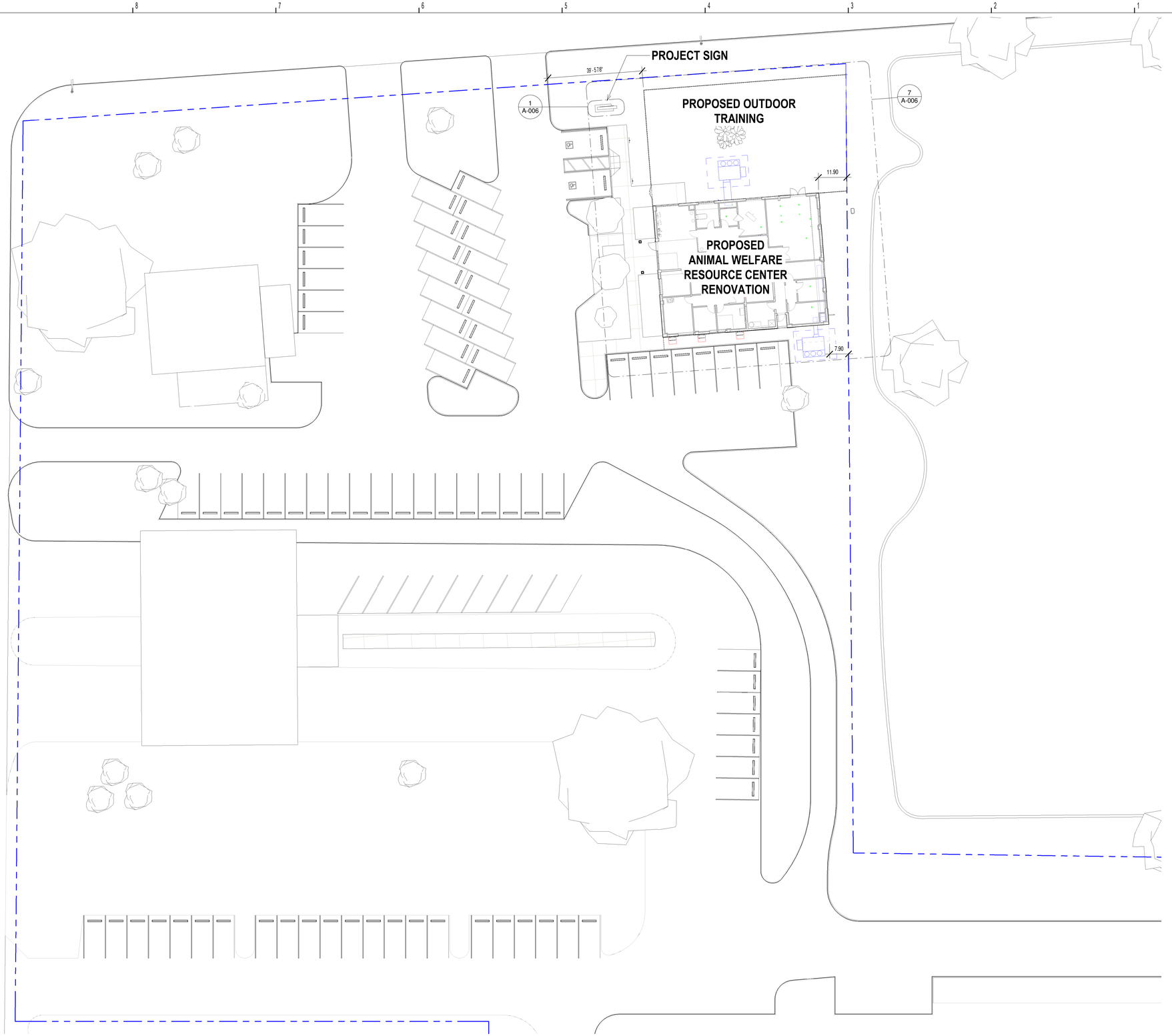

1 SITE PLAN
1" = 20'-0"

Graphic Scale: 1 inch = 20 feet
0 20' 40'

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TITLE: SITE PLAN

SHEET #:
A-005

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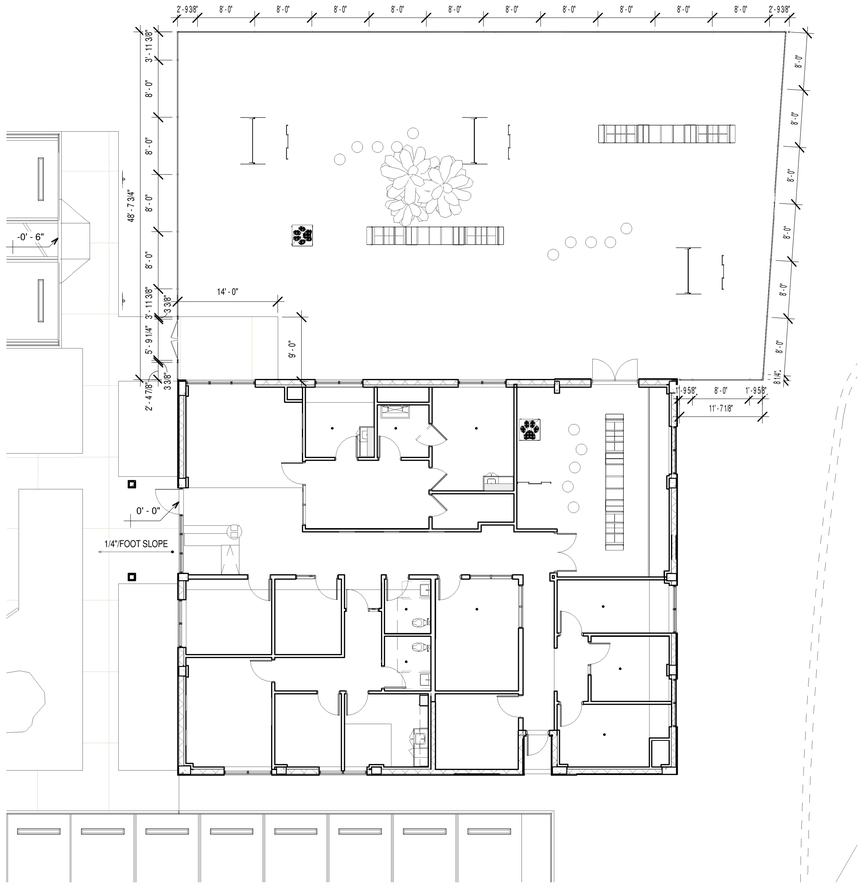
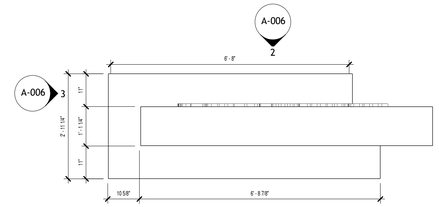
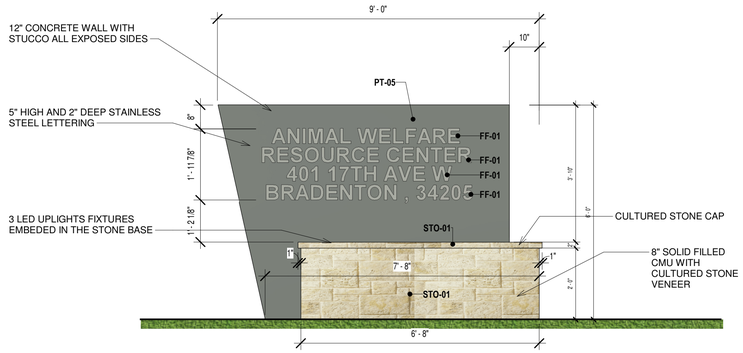


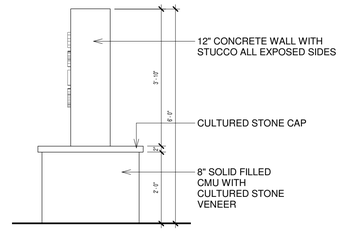
7 ENLARGED FENCE PLAN
1" = 10'-0"



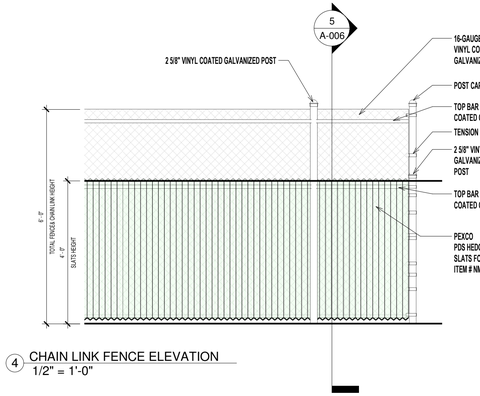
1 ENLARGED SIGN PLAN
1/2" = 1'-0"



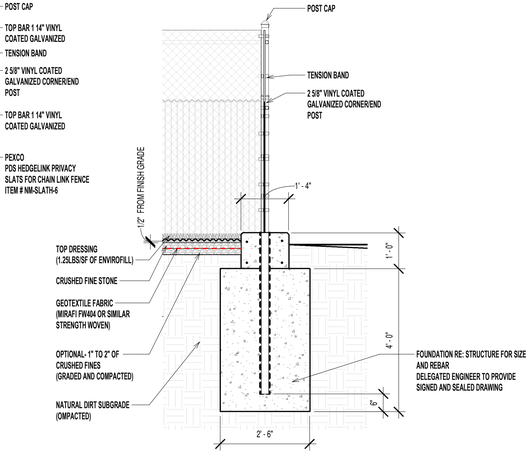
2 SIGN ELEVATION - 1
1/2" = 1'-0"



3 SIGN ELEVATION - 2
1/2" = 1'-0"



4 CHAIN LINK FENCE ELEVATION
1/2" = 1'-0"



6 GATE DETAIL
1/2" = 1'-0"

5 Section 5
1/2" = 1'-0"

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NO. DATE: TITLE/PURPOSE:

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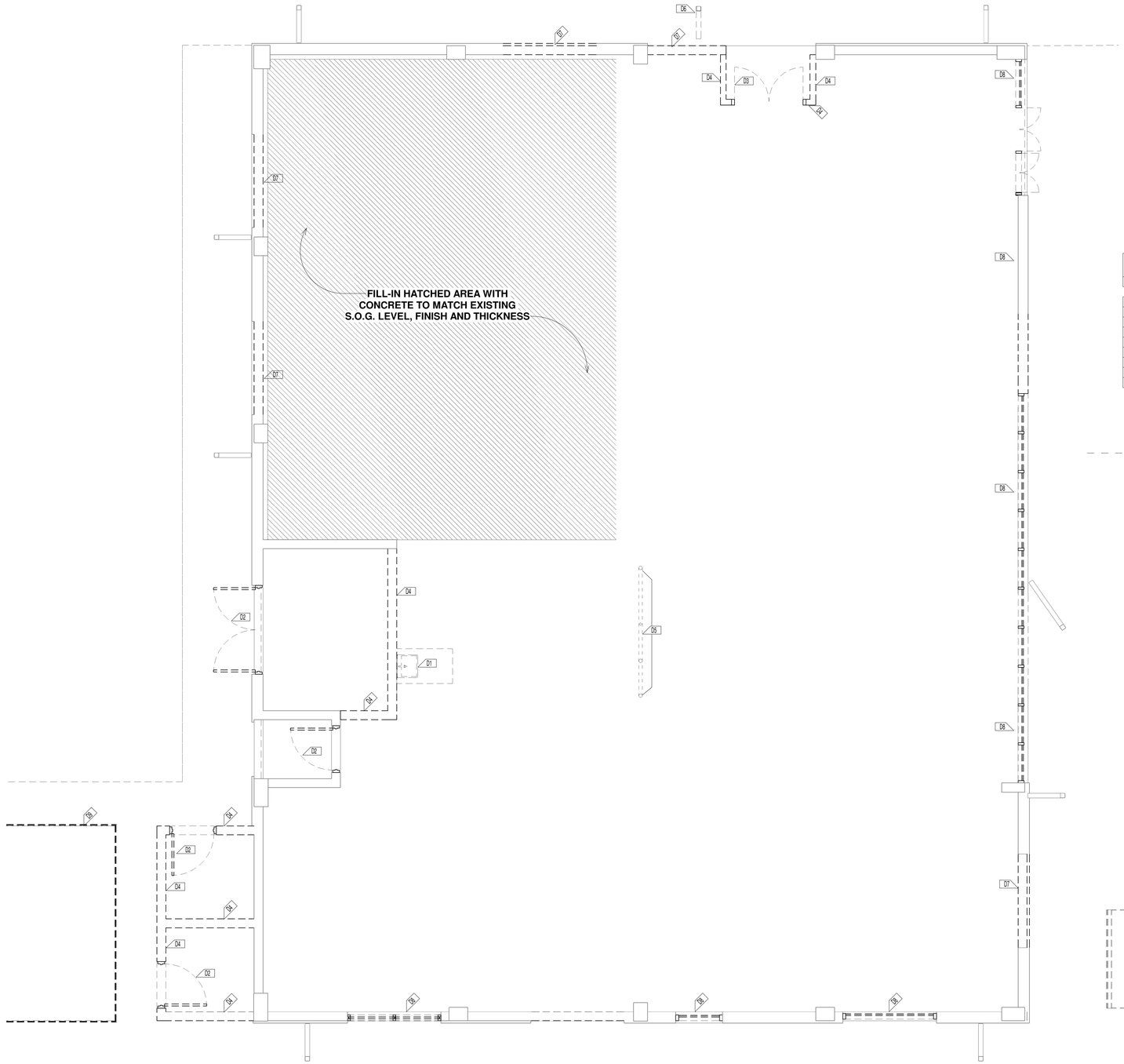
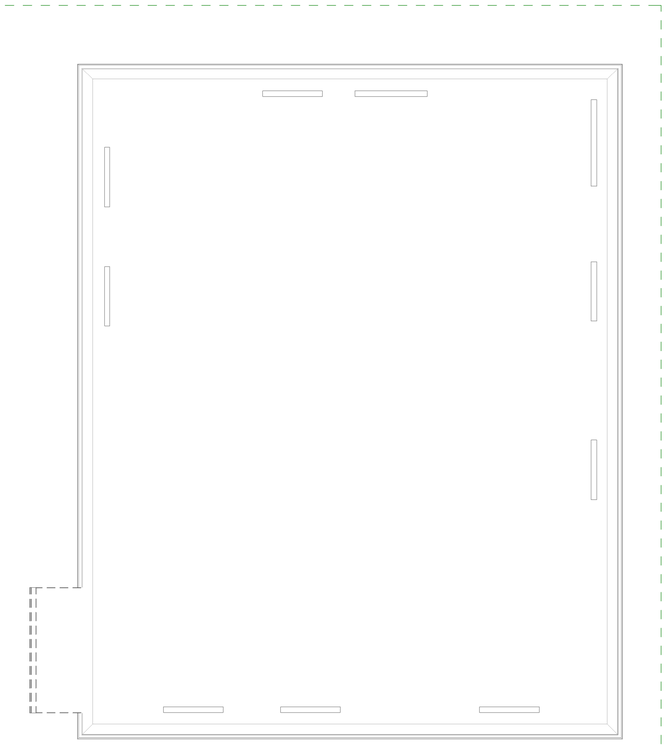


1 FIRST FLOOR PLAN
1/4" = 1'-0"



2 ROOF DEMO PLAN
1/8" = 1'-0"

DEMOLITION NOTES

ATTENTION-CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS, TRADESPERSONS AND ALL USERS OF THESE DRAWINGS:

1. CAREFULLY AND THOROUGHLY REVIEW THE GENERAL NOTES FIRST BEFORE USING THE DRAWINGS. IT IS YOUR RESPONSIBILITY TO KNOW AND ADHERE TO THE QUALIFICATIONS LISTED BELOW.
2. ALL CONDITIONS AND DIMENSIONS OF EXISTING SITE AND BUILDING, WHETHER EXPRESSLY DRAWN OR IMPLIED, DO NOT REPRESENT IN DEPTH FIELD INVESTIGATIONS OR DIMENSIONS. THE CONTRACTOR IS TO VERIFY AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
   A. THE USE OF THE WORD "VERIFY" NOTED FOR EXISTING BUILDING OR SITE CONDITIONS OR DIMENSIONS, NEW CONSTRUCTION RELATED TO SOME EXISTING CONDITION, OR NEW CONSTRUCTION INTENDED TO ALIGN OR MATCH EXISTING CONDITIONS DENOTES A CIRCUMSTANCE WHICH MUST BE CONFIRMED PRIOR TO ANY WORK PERFORMANCE, OR ANTICIPATION OF WORK (SUCH AS ORDERING MATERIAL). THE CONTRACTOR IS TO VERIFY THE DIMENSION OR CONDITION NOTED AND NOTIFY THE ARCHITECT OF ANY DISCREPANCY.
   B. THE ABBREVIATION "VERIFY" IS USED ON THE DRAWINGS TO IDENTIFY DIMENSIONS OR ELEVATIONS THAT REQUIRE VERIFICATION.
   C. THE ABBREVIATION "CK" IS USED ON THE DRAWINGS AS A SUFFIX TO A DIMENSION. IT MEANS THE DIMENSION IS TO BE USED TO CHECK THE CONFIGURATION ACHIEVED WITH OTHER DIMENSIONS OR CONDITIONS. IF THE ACTUAL DIMENSIONS VARIES, THE ADJACENT LAYOUT AND DIMENSIONS SHOULD BE VERIFIED. IF THE DISCREPANCY PERSISTS, NOTIFY THE ARCHITECT.
3. CONTRACTORS, SUBCONTRACTORS, SUPPLIERS, MANUFACTURERS AND TRADES PERSONS, BE ALERTED THAT WORK YOU ARE INTERESTED IN MAY NOT BE CONTAINED ALL TOGETHER IN ONE PLACE OR IN ONE SERIES OF DRAWINGS (ARCH., STRUCT., MECH., ETC.), OR IN ONE SPECIFICATION SECTION. REQUIREMENTS FOR ELECTRICAL, MECHANICAL, PLUMBING, AND STRUCTURAL CAN BE SHOWN ONLY ON ARCHITECTURAL DRAWINGS; REQUIREMENTS FOR ANY DISCIPLINE CAN BE SHOWN ON THE DRAWINGS OF OTHER DISCIPLINES. REQUIREMENTS FOR ONE DISCIPLINE CAN BE SHOWN BOTH WITH THAT DISCIPLINE AND ANOTHER AS WELL.
4. THE FIRE SPRINKLER SYSTEM IS RE-DESIGNED SALVAGING AS MUCH FROM THE MAIN PIPES AND ADJUSTING LOCATION OF SPRINKLER HEADS BY THE INSTALLING SUBCONTRACTOR. THIS DESIGNER / SUBCONTRACTOR MUST COORDINATE LAYOUT, CLEARANCES, LOCATION AND HEAD HEIGHTS WITH THE MECHANICAL DUCT WORK LAYOUT, LIGHTING LAYOUT, AND THE REFLECTED CEILING PLANS. ADDITIONALLY, SOME OF THE BUILDING SPACES WHERE THE SPRINKLER SYSTEM IS TO BE INSTALLED MAY BE SHOWN IN THESE DOCUMENTS HOWEVER ALL SPACES MAY NOT BE DETAILED OR DESCRIBED. SPRINKLER DESIGN MUST BE COORDINATED WITH ALL PROVISIONS OF THESE DOCUMENTS; DO NOT RELY SOLELY ON THE DRAWINGS TO DESCRIBE AND IDENTIFY BUILDING SPACES FOR YOUR SYSTEM. DO NOT RELY SOLELY ON ONE DRAWING SERIES OR ON THE DRAWINGS OF ONE DISCIPLINE IN DESIGNING YOUR SYSTEM. GENERAL CONTRACTOR CONFIRM SPRINKLER DESIGNER / SUBCONTRACTOR HAS COORDINATED THEIR WORK.
5. ALL REQUESTS FOR ADDITIONAL INFORMATION AND/OR CLARIFICATION MUST BE SUBMITTED TO THE ARCHITECT IN WRITING VIA A PROJECT REQUEST FOR INTERPRETATION/INFORMATION) FORM.
6. DUE TO THE COMPLEXITY OF THIS PROJECT AS IT RELATES TO DEMOLITION OF EXISTING SYSTEMS AND CONSTRUCTION AND THE INTEGRATION OF NEW CONSTRUCTION, SPECIAL ATTENTION WILL BE REQUIRED BY THE CONTRACTOR AND THEIR TRADESMEN AS IT RELATES TO THE DEMOLITION OR REMOVAL OF SCHEDULES ITEMS. DO NOT RELY SOLELY ON ONE DRAWING SERIES OR ON THE DRAWINGS OF ONE DISCIPLINE.
7. SELECTIVE DEMOLITION MAY BE NEEDED TO DETERMINE EXISTING CONDITIONS. NOTIFY OWNER AND ARCHITECT PRIOR TO STARTING ANY SELECTIVE DEMOLITION WITH INTENDED SCOPE AND EXTENT OF PROPOSED SELECTIVE DEMOLITION. ALL AREAS WILL BE RETURNED TO THEIR ORIGINAL CONDITION AFTER SCOPE OF WORK IS COMPLETED UNLESS OTHERWISE NOTED.
8. CONTRACTOR WILL BE RESPONSIBLE FOR ALL PROTECTION, BARRICADES, AND TEMPORARY SUPPORT CONSTRUCTION OR UTILITIES REQUIRED TO MAINTAIN OPERATIONS OF EXISTING ACTIVITY WITHIN THE EXISTING BUILDING.

DEMO KEY NOTES	
NUMBER	KEYNOTE TEXT
D1	REMOVE EXISTING PLUMBING FIXTURE
D2	REMOVE EXISTING DOOR TO BE REPLACED BY NEW ONE
D3	REMOVE EXISTING DOOR
D4	REMOVE EXISTING WALL
D5	REMOVE EXISTING PLUMBING PIPES AND FLOOR DRAINS
D6	REMOVE EXISTING DOWNSPOUT
D7	PARTIALLY DEMO EXISTING WALL, PATCH AND REPAIR TO RECIEVE NEW STOREFRONT
D8	REMOVE EXISTING STOREFRONT
D9	DEMO OUTDOOR FENCE

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T: 407.992.0470
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09/10/2024:

Manatee Animal Welfare Resource Center

401 17TH AVE W, BRADENTON, FL 34205

NO.	DATE:	TITLE/PURPOSE:

SCALE: **As indicated**
ISSUE DATE: **09/10/2024**
PROJECT #: **24034**
TITLE: **FIRST FLOOR DEMO PLAN**

SHEET #:
A-007-D

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WALL TYPES GENERAL NOTES

1. WHERE TILE FINISH OVER STUDS IS SHOWN, PROVIDE 5/8" TILE BACKER UNIT AT ALL TILE FINISHES. COORDINATE WITH FINISH SCHEDULE, INTERIOR ELEVATIONS, AND FINISH PLANS.
2. WALL TYPES ARE DESCRIBED BY THEIR PRIMARY COMPONENTS, BEGINNING ON THE UPPER SIDE OF THE GRAPHIC DESCRIPTION AND GOING DOWN THROUGH THE WALL. (WHERE DIFFERENT SHEATHING IS USED ON EACH SIDE OF A FRAMING MEMBER, REFER TO THE ROOM FINISH SCHEDULE TO IDENTIFY WHICH SIDE TO PLACE EACH SHEATHING TYPE.)
3. ALL WALLS ARE 3-5/8" X 20 GA. STUDS @ 1'-4" O.C. (U.O.N.)
4. PROVIDE 8" HIGH X STUD WIDTH CONCRETE OR CMU CURB AT ALL STUD WALLS IN TOILET AREA AND AS DESIGNATED ON THE DRAWINGS.

WALL TYPES SUFFIXES

A. PROVIDE GYPSUM BOARD FULL HEIGHT TO STRUCTURE ABOVE.
B. CONC / CMU FULL HEIGHT TO STRUCTURE ABOVE. BRACED TO DECK W/ 3X3X6 ANGLES 48" O.C. MAX, INCOMBUSTIBLE COMPRESSIBLE FILLER AT CMU TO DECK
C. 8" HIGH CONCRETE OR CMU CURB UNDER STUD PARTITION.
F. SOUND BATT INSULATION FULL WIDTH OF WALL CAVITY.
H. HIGH IMPACT GYPSUM BOARD TO DECK.
P. PROVIDE FIRE RETARDED PLYWOOD BOARDS UP TO 8'-0" TO RECEIVE IT EQUIPMENT.

WALL TYPES

	WALL TYPE 1: 5/8" GYPSUM BOARD, 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" GYPSUM BOARD.
	WALL TYPE 2: 5/8" TILE BACKER BD (5/8" HIGH IMPACT M.R. GYPSUM BOARD ABOVE WAINSCOT WHEN APPLICABLE RE: FINISH PLANS) 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" GYPSUM BOARD.
	WALL TYPE 3: 5/8" TILE BACKER BD (5/8" HIGH IMPACT M.R. GYPSUM BOARD ABOVE WAINSCOT WHEN APPLICABLE RE: FINISH PLANS) 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" TILE BACKER BD (5/8" HIGH IMPACT M.R. GYPSUM BOARD ABOVE WAINSCOT WHEN APPLICABLE RE: FINISH PLANS)
	WALL TYPE 4: 5/8" GYPSUM BOARD, 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C.
	WALL TYPE 5: 5/8" TILE BACKER BD (5/8" HIGH IMPACT M.R. GYPSUM BOARD ABOVE WAINSCOT WHEN APPLICABLE RE: FINISH PLANS) 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C.
	WALL TYPE 6: 5/8" CEMENT BOARD, 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" GYPSUM BOARD.
	WALL TYPE 7: 5/8" CEMENT BOARD, 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" CEMENT BOARD.
	WALL TYPE 8: 5/8" HIGH IMPACT GYPSUM BOARD, 3-5/8" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" HIGH IMPACT GYPSUM BOARD.
	WALL TYPE 9: 5/8" CEMENT BOARD, 6" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" CEMENT BOARD.
	WALL TYPE 11: 5/8" HIGH IMPACT GYPSUM BOARD, 6" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" GYPSUM BOARD.
	WALL TYPE 12: 5/8" TILE BACKER BD (5/8" HIGH IMPACT M.R. GYPSUM BOARD ABOVE WAINSCOT WHEN APPLICABLE RE: FINISH PLANS) 6" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" GYPSUM BOARD.
	WALL TYPE 13: 5/8" CEMENT BOARD, 6" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" TILE BACKER BD (5/8" HIGH IMPACT M.R. GYPSUM BOARD ABOVE WAINSCOT WHEN APPLICABLE RE: FINISH PLANS)
	WALL TYPE 14: 5/8" CEMENT BOARD, 6" ENGINEERED STEEL STUDS @ 1'-4" O.C., 5/8" GYPSUM BOARD.
	WALL TYPE 42: 5/8" HIGH IMPACT GYPSUM BOARD, 1" RIGID INSULATION MIN LTTR 5.7, 8" EXISTING CMU EXTERIOR WALL THIN BRICK WITH CEMENT
	WALL TYPE 40: 5/8" HIGH IMPACT GYPSUM BOARD, 2 1/2" METAL STUDS FILLED WITH BATT INSULATION, 1" RIGID INSULATION MIN LTTR 5.7, 8" EXISTING CMU EXTERIOR WALL THIN BRICK WITH CEMENT
	WALL TYPE 43: 5/8" CEMENT BOARD, 1" RIGID INSULATION MIN LTTR 5.7, 8" EXISTING CMU EXTERIOR WALL THIN BRICK WITH CEMENT
	WALL TYPE 41: 5/8" CEMENT BOARD, 2 1/2" METAL STUDS FILLED WITH BATT INSULATION, 1" RIGID INSULATION MIN LTTR 5.7, 8" EXISTING CMU EXTERIOR WALL THIN BRICK WITH CEMENT

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SUITE 310
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09/10/2024:

Manatee Animal Welfare Resource Center

401 17TH AVE W, BRADENTON, FL 34205

NO.	DATE:	TITLE/PURPOSE:

SCALE: As indicated
ISSUE DATE: 09/10/2024
PROJECT #: 24034
TITLE: FLOOR PLAN

SHEET #:
A-101

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1 FIRST FLOOR PLAN DIMENSIONS
1/4" = 1'-0"

Graphic Scale: 1 inch = 4 feet
0 4' 8'

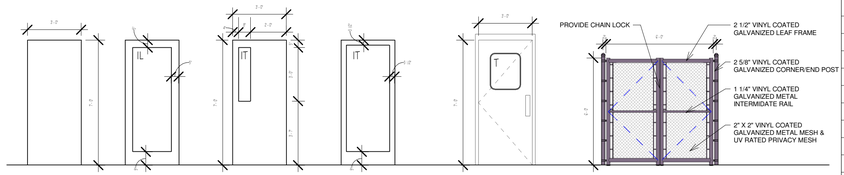
FLOOR PLAN GENERAL NOTES:

- DIMENSIONS ON THE FLOOR PLAN WHICH INDICATE THE OPENING ARE IN REFERENCE TO THE NOMINAL DIMENSION OF THE CMU OPENING. ACTUAL CMU OPENING IS 3/8" LARGER THAN THE INDICATED DIMENSION.
- GENERAL CONTRACTOR TO COORDINATE PENETRATIONS OF THE BUILDING FOUNDATION SYSTEM WITH THE APPROPRIATE SUBCONTRACTOR (I.E. PLUMBING AND ELECTRICAL SUPPLY CONDUIT, ROOF DRAINAGE, ETC.). SIZE AND LOCATION FOR FOUNDATION PENETRATIONS TO BE REVIEWED AND APPROVED BY THE STRUCTURAL ENGINEER PRIOR TO INSTALLING FOUNDATION SLEEVES.
- ALL INTERIOR DIMENSIONS ARE FACE OF STUD TO FACE OF STUD AND/OR FACE OF CMU TO FACE OF CMU.
- ALL VERTICAL AND HORIZONTAL DUCTS, PIPES, CONDUITS, ETC. IN AREA DESIGNATED AS OPEN TO STRUCTURE PAINT ALL SUCH ITEMS TO MATCH ADJACENT FINISHES U.N.O.
- ALL PARTITIONS, TO BE BUILT AS SHOWN OR DETAILED, UPON COORDINATION WITH DIFFERENT TRADES CONTRACTOR AT NO COST TO THE OWNER SHALL BUILD WALLS IN THICKNESS TO ADEQUATELY COVER PIPING, CONDUITS, ETC. NOTIFY ARCHITECT WITH ANY SUCH NEED TO INCREASE THICKNESS PRIOR TO PROCEEDING.
- EXCEPT WHERE SIZES ARE OTHERWISE NOTED ON PLANS, PROVIDE 24"X 24" ACCESS PANELS (A.P.) OR ACCESS DOORS (A.D.) IN HARD CEILING & PARTITIONS WHERE REQUIRED BY MECHANICAL SYSTEMS. COORDINATE LOCATION W\ ARCHITECT BEFORE INSTALLATION, PAINT TO MATCH ADJACENT FINISHES.
- PROVIDE BLOCKING / BACKING WITHIN PARTITION AT ALL LOCATIONS WHERE ITEMS WILL BE MOUNTED ON PARTITIONS.
- PROVIDE GYPSUM BOARD CONTROL JOINTS IN PARTITIONS AT 30'-0" MAXIMUM SPACING.
- ALL PENETRATIONS AT PERIMETER WALLS TO BE WEATHER TIGHT

- DOOR SCHEDULE -

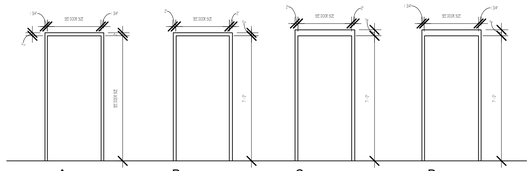
	DOOR			SIZE			FRAME			FIRE RATING	H.W. Group	REMARKS
	MAT.	TYPE	FINISH	THK.	WD.	HGT.	MAT.	TYPE	FINISH			
110	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
111	WD	C	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
112	WD	B	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			
113	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER WITH PRIVACY INDICATOR
114	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER WITH PRIVACY INDICATOR
115	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			
116	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			
117	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			
121	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
122	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
122A	ALUM	E	FF	1 3/4"	3' - 0"	7' - 0"	ALUM	B	FF			DOOR CLOSER
123	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
124	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
125	WD	C	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	A	PT-06			DOOR CLOSER
130	HM/GL	D	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	C	PT-06			DOOR CLOSER
132	WD	A	5T-01	1 3/4"	3' - 0"	7' - 0"	HM	B	PT-06			DOOR CLOSER
136				1 3/4"	3' - 0"	7' - 0"						
137	HM/GL	D	PT-06	1 3/4"	3' - 0"	7' - 0"	ALUM	A	PT-06			
138				1 3/4"	3' - 0"	7' - 0"						
139	HM/GL	D	PT-06	1 3/4"	5' - 4"	7' - 0"	HM	C	PT-06			DOOR CLOSER
G001	MTL	F	GALV/ VC	2"	6' - 0"	6' - 0"	MTL	F	GALV/ VC			
X100	ALUM	B	FF	1 3/4"	3' - 6"	6' - 11 1/2"	ALUM	A	FF			EMERGENCY EXIT DEVICE & CARD READER
X103	ALUM	B	FF	1 3/4"	3' - 0"	7' - 0"	ALUM	A	FF			EMERGENCY EXIT DEVICE DELAY EGRESS, CARD READER INSIDE TO SILANCE THE ALARM, CARD READER OUTSIDE AND DOOR CLOSER
X139	ALUM	B	FF	1 3/4"	6' - 3"	6' - 11 1/2"	ALUM	A	FF			EMERGENCY EXIT DEVICE DELAY EGRESS, CARD READER INSIDE TO SILANCE THE ALARM, CARD READER OUTSIDE AND DOOR CLOSER

DOOR TYPE



A FLUSH DOOR
B ALUM EXTERIOR IMPACT LAMINATED INSULATED GLASS- YKK H50
C FLUSH DOOR W/ VISION
D HOLLOW METAL W/ INSULATED TEMPERED GLASS ON BOTH SIDES
E STAINLESS STEEL W/ TEMPERED GLASS
F CHAIN LINK FENCE GATE

FRAME TYPE



A ALUMINUM
B HOLLOW METAL
C HOLLOW METAL
D ALUMINUM

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SUITE 310
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NO.	DATE:	TITLE/PURPOSE:

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PROJECT #: 24034
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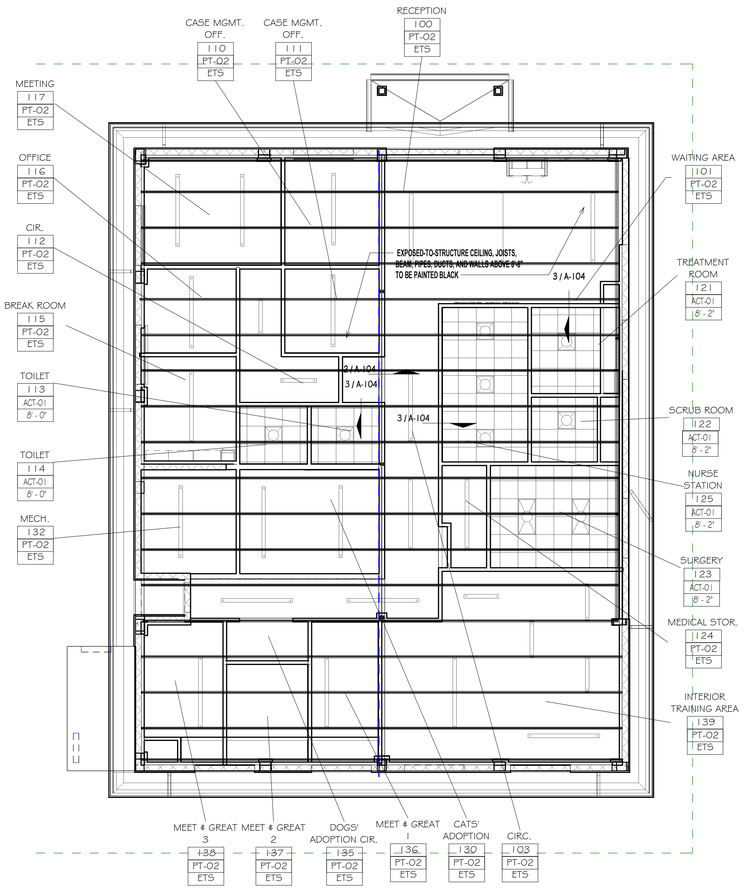
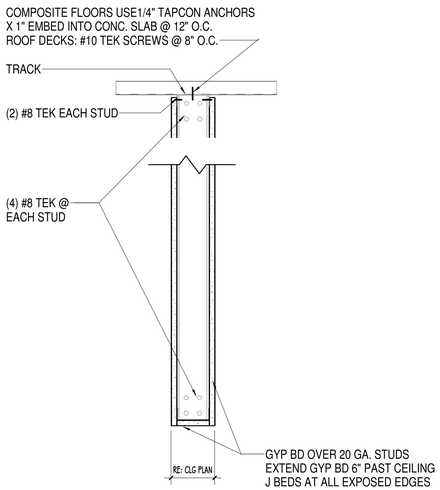
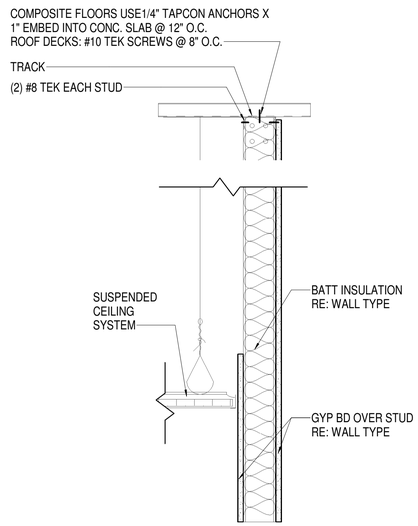


1 FIRST FLOOR RCP
1/8" = 1'-0"

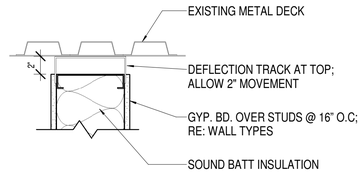
Graphic Scale: 1 inch = 8 feet
0 8' 16'



2 CLG DETAIL-01
1 1/2" = 1'-0"



3 CLG DETAIL-02
1 1/2" = 1'-0"



4 TOP CONNECTION DETAIL AT DECK
1 1/2" = 1'-0"

REFLECTED CEILING PLAN GENERAL NOTES:

1. REFER TO MECHANICAL AND ELECTRICAL ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION

2. LIGHTING AND MECHANICAL SUPPLIES OR RETURN GRILLS SHOWN ARE FOR REPRESENTATION ONLY. COORDINATE WITH ENGINEERING DRAWINGS FOR ADDITIONAL INFORMATION. ANY CONFLICTS BETWEEN ARCHITECTURAL PLANS AND ENGINEERS PLANS SHALL BE CLARIFIED BY MEANS OF AN RFI PRIOR TO COMMENCING WITH SCOPE OF WORK.

3. REFER TO MATERIAL LIST FOR LAY IN CEILING SYSTEM TYPE AND MANUFACTURER.

4. THE CONTRACTOR SHALL VERIFY ABOVE CEILING CONDITIONS PRIOR TO FABRICATION AND INSTALLATION OF DUCTWORK AND PIPING COMPONENTS. COORDINATE LOCATION OF THESE ASSEMBLIES WITH OTHER BUILDING COMPONENTS.

5. ALL TRACK CARRIED TO CEILING SHALL ALLOW FOR A MIN. ONE AND HALF (1 1/2") OVERSIZED CHANNEL HEAD INSTALLATION.

6. LOCATE ALL THERMOSTATS AS TO NOT INTERFERE WITH THE OWNERS FURNISHINGS AND EQUIPMENT. AVOID LOCATION SUCH AS MIDDLE OF WALLS, TRAFFIC AREAS OR PROGRAMMED AREAS. COORDINATE WITH G.C. AND ARCHITECT IN THE FIELD FOR FINAL INSTALLATION LOCATION

7. ALL EXPOSED STRUCTURE TO BE PRIMED AND PAINTED IN ACCORDANCE TO THE SPECIFICATION, DRAWINGS ROOM FINISH SCHEDULE AND MATERIALS LIST.

8. ALL EXPOSED IF ANY PLUMBING AND FIRE SPRINKLER PIPE SHALL BE PAINTED TO MATCH ADJACENT CONDITIONS.

9. ALL EXPOSED FIRE SPRINKLER PIPE SHALL BE PAINTED RED PER FIRE DEPRTEMENT REQUIREMENT.

10. ALL EXPOSED FRAMING IN THE CEILING SPACE OF ALL PUBLIC SPACES SHALL BE PAINTED TO MATCH EXPOSED STRUCTURE.

11. CENTER ALL SUSPENDED CEILING SYSTEMS WITHIN ROOM.

12. G.C. TO PROVIDE ALL REQUIRED CONDUIT FOR SOUND SYSTEM.

13. ALL OWNER SUPPLIED AND INSTALLED SOUND SYSTEM SPEAKERS SHALL BE COORDINATE SUCH THAT THEY CORRESPOND TO THE DESIGN AND LAYOUT OF LIGHTING AND MECHANICAL SYSTEMS SHOWN.

14. ALL ELEVATIONS / HEIGHTS ARE FROM FINISH FLOOR.

RCP LEGEND

	LAYIN CEILING GRID
	GYP. BD. CEILING
	RECESSED DOWN LIGHT
	2'X2' PARABOLIC TROFFER FLUORESCENT
	2'X4' PARABOLIC TROFFER FLUORESCENT
	LINEAR FLUORESCENT LIGHT
E.T.S.	EXPOSED TO STRUCTURE

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09/10/2024:

Manatee Animal Welfare Resource Center

401 17TH AVE W, BRADENTON, FL 34205

NO.	DATE:	TITLE/PURPOSE:

SCALE: As indicated
ISSUE DATE: 09/10/2024
PROJECT #: 24034
TITLE: REFLECTED CEILING PLAN

SHEET #:
A-104

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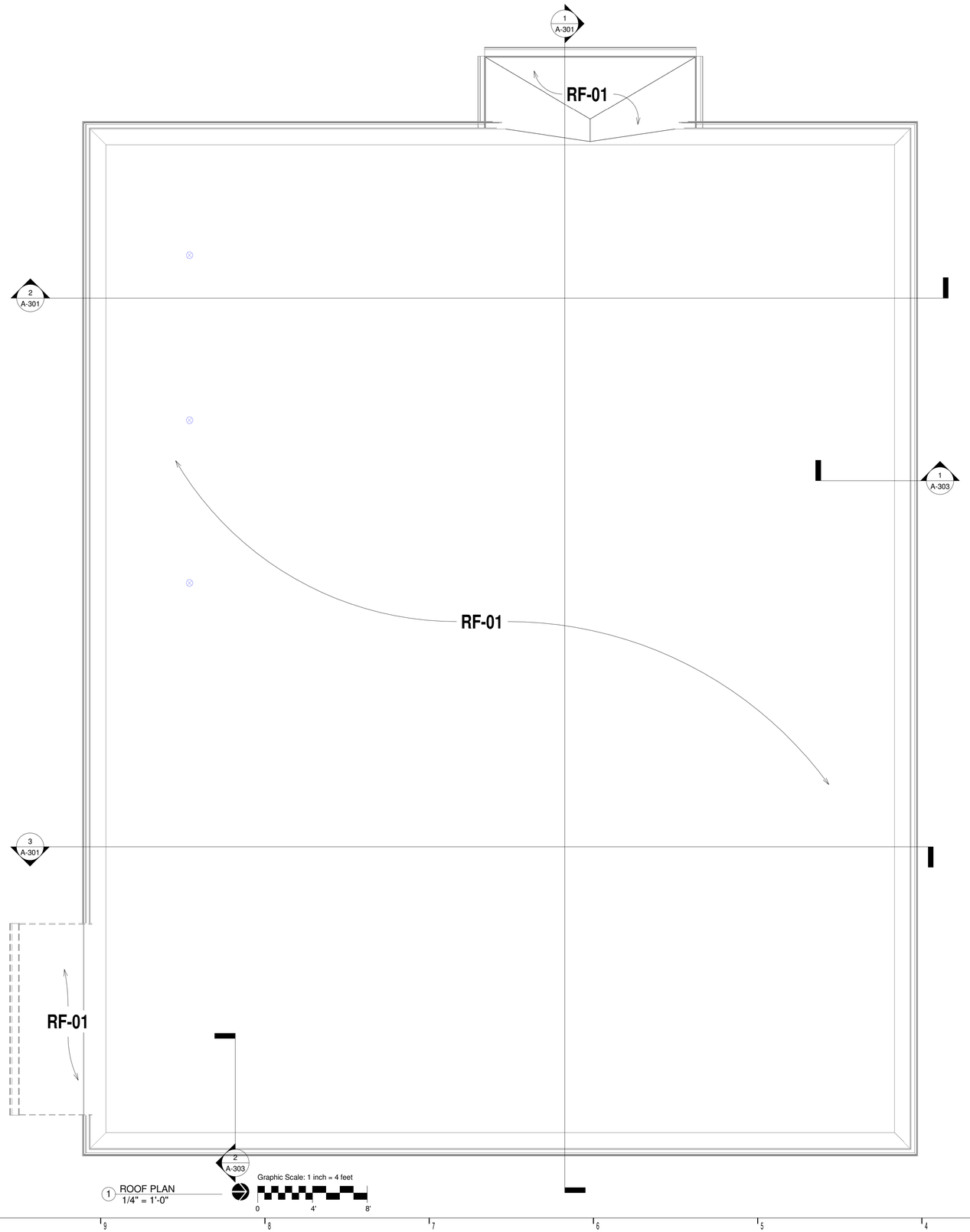
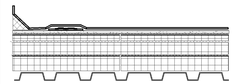


ROOF TYPES LEGEND



RF-01 - EXISTING
MECHANICALLY FASTENED TPO ROOF SYSTEM
1/2" ROOF PROTECTION BOARD
POLYISOCYANURATE RIGID INSULATION (MIN. LTTR-25) , IN STAGGERED LAYERS, EACH LAYER NOT TO EXCEED 2.7" THICK.
1 1/2" ACOUSTICAL METAL DECK
STRUCTURE SLOPED AS INDICATED ON PLAN Re: STRUCTURE

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09/10/2024:

Manatee Animal Welfare Resource Center

401 17TH AVE W, BRADENTON, FL 34205

NO.	DATE:	TITLE/PURPOSE:

SCALE: **As indicated**
ISSUE DATE: **09/10/2024**
PROJECT #: **24034**
TITLE: **ROOF PLAN**

SHEET #:
A-105

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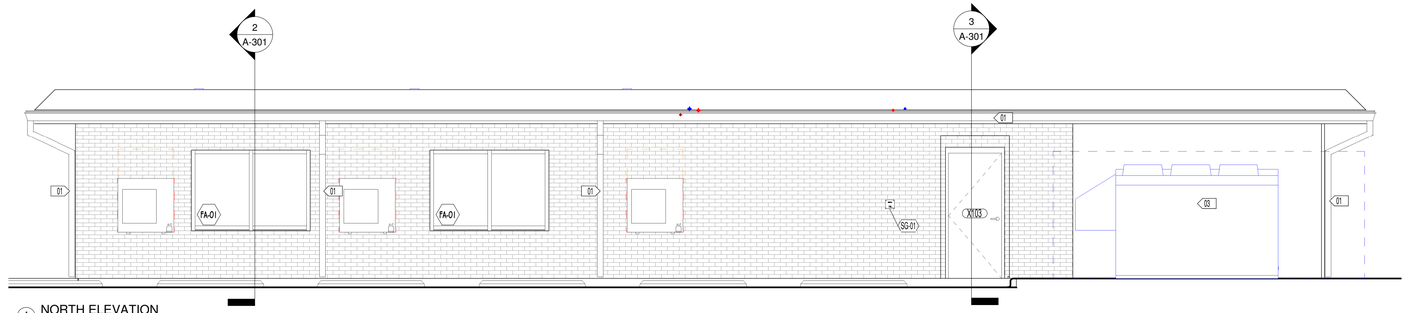
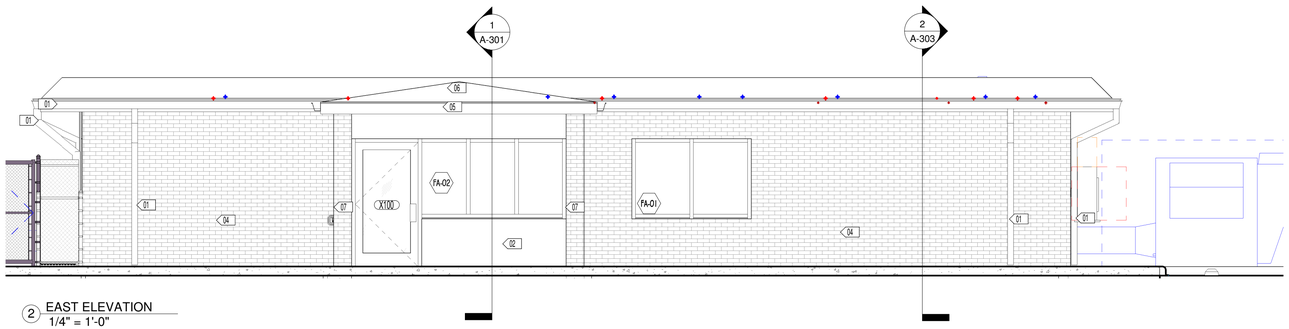
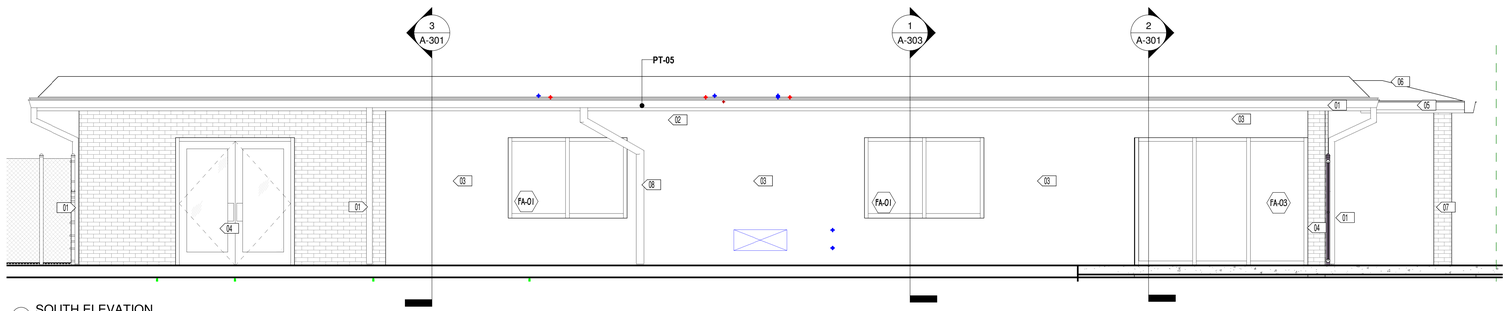


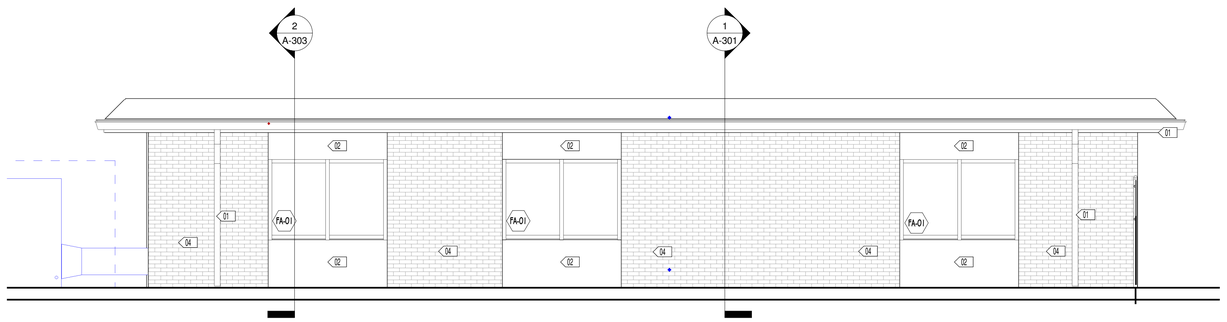
1 NORTH ELEVATION
1/4" = 1'-0"



2 EAST ELEVATION
1/4" = 1'-0"



3 SOUTH ELEVATION
1/4" = 1'-0"



4 WEST ELEVATION
1/4" = 1'-0"

EXTERIOR ELEVATIONS KEYNOTE	
NO.	KEYNOTE TEXT
01	PATCH / REPAIR DOWNSPOUT AND GUTTER AND PAINT PT-05
02	PATCH / REPAIR AND PAINT PT-05
03	NEW CMU WALL STUCCO FINISH, COLOR TO MATCH EXISTING PT-05
04	CHEMICAL PRESSURE WASH EXISTING BRICK VENEER, REPLACE UNCLEANABLE OR BROKEN BRICKS
05	NEW GUTTERS PT-05
06	NEW CANOPY ENTRY FINISHED WITH WHITE TPO
07	NEW COLUMN WITH BRICK VENEER COVER
08	REROUTE EXISTING DOWNSPOUT TO AVOID NEW WINDOW BLOCKING, PAINT PT-05

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09/10/2024:

Manatee Animal Welfare Resource Center

401 17TH AVE W, BRADENTON, FL 34205

NO.	DATE:	TITLE/PURPOSE:

SCALE: 1/4" = 1'-0"
ISSUE DATE: 09/10/2024
PROJECT #: 24034
TITLE: EXTERIOR ELEVATIONS

SHEET #:
A-201

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COB STAFF NOTE: ORIGINAL VERSION WAS PASSWORD PROTECTED- AND IS AVAILABLE AS A SEPARATE DOCUMENT/FILE

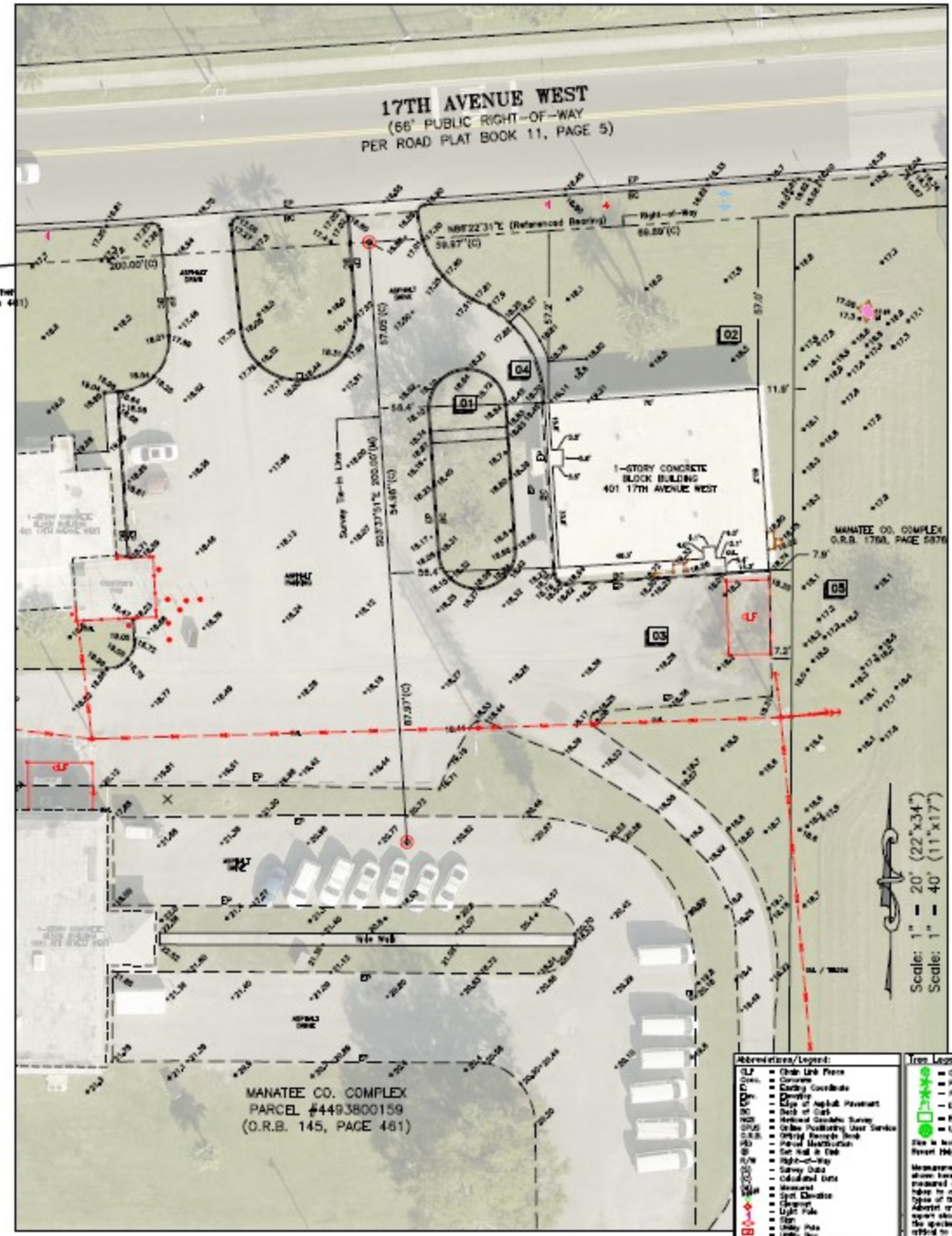
Topographic Survey

of

In Section 35, Township 34 South, Range 17 East
Manatee County, Florida



Location Site Map




Picture 01 is looking in a Easterly Southeasterly Direction


Picture 02 is looking in a Southwesterly Direction


Picture 03 is looking in a Northerly Direction


Picture 04 is looking in a Southeasterly Direction


Picture 08 is looking in a Northwesterly Direction

SURVEYOR NOTES:

1. Unless noted, locations limited to – observable, above ground improvements, no underground improvements have been located except those shown hereon. Some features may be exaggerated for clarity. Dimensions shown supersede scaled dimensions.
2. This Survey does not certify or warranty: title, zoning, easements, or freedom of encumbrances. This is not a Boundary Survey.
3. No instruments of record reflecting easements, rights-of-way and/or ownership are known by, or were furnished this Surveyor except as shown hereon.
4. This drawing is not valid if printed, or without the original signature and raised seal of the Florida Registered Surveyor & Mapper shown hereon. Unless electronically signed and sealed per 5J17.062.
5. Any additions or deletions to this Survey Map by other than the signing party without written consent of the signing party is prohibited.
6. Subject to easements, dedications and restrictions of record not provided to the Surveyor and Mapper.
7. This Survey does not reflect or determine ownership.
8. All measurements shown hereon are ground field measured unless specifically annotated, noted or otherwise stated on this Survey Map.
9. The Topographic Survey Features depicted hereon were derived using Real Time Kinematics methods and the Florida Department of Transportation's Permanent Reference Network. The datum for the values is the North American Datum 1983 (2011 Adjustment) Florida West Zone. The published values of "COB1020" (OPUS PID BBCR42) and "COB1021" (OPUS PID BBCT75) were used to validate the project coordinates. However, these values are not to be considered geodetic control.
10. The elevations shown hereon are based on "COB1020" (NGS PID DO6904), Elevation 19.334 feet, North American Vertical Datum 1988 (NAVD88), and "COB1021" (NGS PID DO6905), Elevation 21.132 feet North American Vertical Datum 1988 (NAVD88).
11. This Survey is intended to be plotted at a scale: 1"=20' on a 22"x34" or scale: 1"=40' on a 11"x17".
12. Parcel information shown hereon was gathered from the Florida Department of Transportation (FDOT-APLUS) Geographic Information Systems property location web site. The '2022' Aerial Photograph as shown hereon (Raster Image) was provided by FDOT-APLUS Systems and has been incorporated into this Survey for demonstrative purposes only.
13. Bearing shown hereon are referenced to the Northerly Right-of-Way line of 17 Avenue West, which bears N86°22'31"E. The alignment was based upon a survey provided by the City of Bradenton, City Surveyor David Kronkhite, PSM, Survey for Public Works & Utilities Treatment Plant.

This Survey Map is prepared for: Manatee County

SURVEYOR CERTIFICATION:
I hereby certify: that this 'Topographic Survey' is true and correct to the best of my knowledge and belief as surveyed and drawn under my direction, and that this Survey meets the standards of practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

08/15/2024

Brian T. Bellino, PSM 4973 Date of Signature
Professional Surveyor and Mapper

Manatee County Property Management Department Survey Division
Manatee County FLORIDA
1112 Manatee Avenue West Bradenton, Florida, 34205 (941)748-4501

Revisions	Description	Date

Abbreviations/Legend:
CLF = Chain Link Fence
Conc. = Concrete
Coord. = Coordinate
Dr. = Drive
Ex. = Edge of Asphalt Pavement
N/S = North or South
NGS = National Geodetic Survey
OPUS = Online Positioning User Service
O.R.B. = Official Records Book
P.I.D. = Parcel Identification
R/W = Right-of-Way
SIB = Set Iron in Disk
ROW = Right-of-Way
Elev. = Survey Data
Calc. = Calculated Data
Meas. = Measured
Spot Elevation
Elevation
Light Pole
Sign
Utility Pole
Utility Box
Backflow Preventer

Tree Legend:
= Oak Tree
= Palm Tree
= Pine Tree
= Coral Tree
= Shrub/Hedge Line
= Unknown Tree
Size in Inches Diameter
Breast Height (DBH)

Measurements of trees shown hereon are in inches measured at DBH. Care was taken to correctly identify types of trees, however, an Arborist or other qualified expert should be consulted if the species of the trees is critical to design or wording published in Palmetto Trees.

Topographic Survey	Field Date: 07/30/2024
A portion of 401 17th Ave W	DWG. Date: 08/14/2024
In Section 35, Township 34 South, Range 17 East Manatee County, Florida	DWG. Path: [illegible]
	Sheet: 1 of 1
	Checked By: TV/BTB
	Drawn By: AJS

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: Affordable Housing Surplus Property Proposal Review - PUBLIC HEARING

SUGGESTED ACTION: Review proposals and make a determination as to whether to accept or reject.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
As required by F.S. 163.380(2) a public hearing was held on the proposal from CRA Director, Jeff Burton, for the City to reconvey parcels 519 18th Street East and 520 19th Street East to the CRA for to be used for single family, owner occupied residential use. City Council instructed the CRA Director to bring this recommendation before the CRA Board and, if approved, to bring back to City Council for approval.

At the CRA Board Meeting held on November 21, 2024, the recommendation for the City to reconvey the two properties to the CRA in an amount not to exceed $10.00 per parcel was approved by the Board. This recommendation is now before the City Council to consider.

FINANCIAL IMPACT:
The City will be paid $20.00 for the two lots.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve or reject the request of the CRA to have 519 18th Street East and 520 19th Street East parcels conveyed back to the CRA to be used for workforce, single family owner occupied residential use.

ATTACHMENTS:

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4050 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" TO MODIFY QUORUM REQUIREMENTS AND SECTION 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES." TO AMEND THE FUNCTIONS AND DUTIES OF THE TREE AND LAND PRESERVATION BOARD; AMENDING CHAPTER 4.0 GENERAL REGULATIONS SECTION 4.1.3.5 "SIDEWALKS" TO MODIFY RIGHT-OF-WAY LANDSCAPING REQUIREMENTS AND ADD A TREE SPECIES MATRIX; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Vote to approve or deny Ordinance 4050.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The Tree and Land Preservation Board has provided recommendations for updating the City of Bradenton Land Development Code. Specifically, the code sections that regulate the composition of the Tree and Land Preservation Board (Chapter 2) and the planting of trees in City rights-of-way (Chapter 4).

Planning Commission heard the case at the August 21, 2024, meeting. The Planning Commission voted to recommend approval of the proposed changes. Additionally, the Planning Commission voted to instruct the City Attorney to craft an additional amendment to 2.1.3.3.b, removing the power of the Tree and Land Preservation Board to delay the removal of a tree for up to 180 days.

The first reading at City Council was held on November 6, 2024.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve or deny Ordinance 4050.

ATTACHMENTS:
Ordinance 4050
Staff Report
Zoning Text Amendment Application

ORDINANCE NO. 4050

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" TO MODIFY QUORUM REQUIREMENTS AND SECTION 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES." TO AMEND THE FUNCTIONS AND DUTIES OF THE TREE AND LAND PRESERVATION BOARD; AMENDING CHAPTER 4.0 GENERAL REGULATIONS SECTION 4.1.3.5 "SIDEWALKS" TO MODIFY RIGHT-OF-WAY LANDSCAPING REQUIREMENTS AND ADD A TREE SPECIES MATRIX; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City wishes to amend the Land Use Regulations to update the requirements for the composition of the Tree and Land Preservation Board; and

WHEREAS, the City wishes to amend the Land Use Regulations to modify the functions, powers, and duties of the Tree and Land Preservation Board; and

WHEREAS, the City wishes to amend the Land Use Regulations to modify right-of-way landscaping requirements and add a tree species matrix; and

WHEREAS, the City finds it is in the City's best interest to make these revisions to its Land Use Regulations.

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. Chapter 2.0, Section 2.1.3 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions):

2.1.3 *Tree and land preservation board.* The city recognizes that a green and well-landscaped environment is important and healthy to its citizens and business community, and prospective residents and visitors. The purpose of the tree and land preservation board (TLPB) is to promote awareness of the city-wide tree canopy and tree education programs, and open space and parklands preservation initiatives. The TLPB may also, when determined by the PCD, advise owners of buildings, land, and other properties that may impact the city's tree canopy and open spaces, and other lands concerning

the treatment of the natural, visual characteristics and value of such properties. The TLPB works closely with city departments, various civic and private groups, individuals, and outside agencies and organizations.

2.1.3.1 *Composition and terms of TLPB members.* The TLPB shall consist of not less than 3 and not greater than 11 members appointed by the mayor and confirmed by city council for terms of three years. The professional members do not have to be residents of the city. The PCD director or his or her designee shall serve as staff to the TLPB board, and shall bring forth items to the board for consideration as outlined in section 2.1.3.3. Any member may be removed upon the recommendation of the mayor and a majority vote by city council. A simple majority of the members then-appointed shall constitute a quorum. Members ~~shall~~ should be a diverse mix, representative of the community, in the following or similar professions: ~~appointed as follows:~~

- ~~Two~~ Florida-registered landscape architects;
- ~~One~~ Florida-certified arborists;
- ~~One~~ County agricultural extension office representative;
- ~~Two~~ Land use planners;
- ~~Two~~ Landscape nursery professionals;
- ~~One~~ Keep Manatee Beautiful members;
- Foresters
- Environmental professionals
- A maximum of ~~T~~three city residents interested in the TLPB's purpose;

~~• One alternate.~~

2.1.3.2 *Bylaws and procedures.* The TLPB shall adopt bylaws and procedures regarding the election and terms of officers, establishment, calling, conducting and recording of a regular schedule of public meetings. The bylaws and procedures shall be incorporated into the procedures manual maintained by the PCD director. The city council may make appropriations for salaries, fees and expenses necessary for conducting the work of the TLPB. The PCD director, at his/her discretion, may authorize expenditures by the TLPB, of less than $10,000.00 when a detailed analysis has

been prepared by the TLPB, and funds are available in the city's tree program fund.

2.1.3.3 *Functions, powers, and duties.* The TLPB is authorized and empowered to undertake such actions as necessary to achieve its purpose, including the following:

a. Consider and make recommendations on items submitted to them by the PCD director, to the city council pertaining to the aesthetic programs and standards of the city including, but not limited to, the city's tree program (section 4.1.2), and parks and open space initiatives. The TLPB may, as determined by the PCD director, act on its own behalf in implementing related goals and objectives, as well as, consider and make recommendations regarding other matters as submitted by the city council and other city entities that make such requests.
b. Provide guidance to the PDC director, when requested, regarding tree removal permits involving grand or notable tree or trees.
c. Establish and implement programs of education, information or research toward advancing its purpose.
d. Prepare an annual ~~beautification strategy~~ strategic plan focusing on preservation and enhancement of the city's tree canopy, parks and open space, and other related programs. The ~~beautification strategy~~ strategic plan shall be submitted as a recommendation to city council for its approval. At a minimum, the ~~beautification strategy~~ strategic plan shall comply with the minimum standards associated with Tree City, USA membership, and other similar programs.
e. The TLPB shall review, as needed, the city's LURs for revisions which advance and strengthen its purpose. Such revisions shall require Staff review and be made as recommendations to the planning commission and city council for approval.
f. Organize and conduct ~~in January of each year~~ an Arbor Day celebration annually to educate the public on the importance of trees in our community and maintaining and enhancing the city's tree canopy.
g. Coordinate the city's memorial and notable tree programs by processing new applications, maintaining accurate records, and providing guidance with tree location, planting, and care processes.
h. In coordination with the city's grants and assistance division and approval by the city council, search and prepare proposals for financial and technical assistance grants and prepare proposals to obtain funds to finance initiatives to advance its purpose. When awarded such grants, it shall be the responsibility of the

TLPB to oversee their implementation through coordination with the PCD director.

i. Establish, with city council approval, an entity to accept and maintain donated or purchased lands which achieve its purpose.

Section 3. Chapter 4.0, Section 4.1.3.5 of the Land Use Regulations is hereby amended to read as follows (underline indicates additions). The Tree Matrix, attached hereto as Exhibit A, shall be incorporated into the Land Use Regulations as Schedule 4.1.3.5:

4.1.3.5 *Sidewalks*. Sidewalks shall be provided on at least one side of all local streets and minor collectors and both sides of arterials and major collectors. In the UC/UCBD and UV districts, sidewalks shall be provided on both sides of the street, regardless of the street classification. Sidewalks shall be concrete and shall be a minimum of four inches thick and five feet wide in residential areas, and eight feet wide in mixed-use and non-residential districts. ~~Except in the UC/UCDB district there shall be at minimum a three-foot-wide strip of landscaped area (as defined in section 4.1.4.4.b.) between the sidewalk and curb, in which a tree (as listed herein) shall be planted every 100 feet.~~ The Landscaped area between the sidewalk and curb shall be a minimum of three feet, where feasible, and maximized within the available right of way. A tree shall be planted within the landscaped area every 100 linear feet according to the following criteria:

Tree~~s shall be~~ species shall ~~limited to~~not include the following:

- ~~Black Olive~~
- ~~Dwarf magnolia;~~
- ~~Palms (with the exception of cabbage palms):~~
- ~~Crape myrtle.~~
- Brazilian Pepper, Carrotwood, Australian Pine, Chinese tallow, Melaleuca or any tree that meets the definition of 'Invasive' as determined by the Florida Invasive Species Council.

Tree species shall be chosen based on climate suitability and site constraints following the principle of 'Right Tree, Right Place'. See Tree Matrix Schedule 4.1.3.5 for suggested species and characteristics.

The director of public works may, at his/her discretion, prohibit planting under certain circumstances. Trees planted in the right of way must meet the following criteria:

a. A root barrier shall be placed around select trees within or near the right-of-way.
b. No tree shall be placed any closer than ten feet (five feet with a root barrier) to any

utility owned and operated by the City of Bradenton Public Works Department.

c. No trees shall be planted within utility easements.
d. No trees shall be planted under overhead utility lines.
e. Trees planted within medians shall not be paced as to hinder site [sight] visibility at intersections from any direction.
f. Trees planted in medians should be limited to height and diameter as to not cause damage to vehicles from the drip line.
g. Trees planted next to sidewalks shall be planted at a height as to not obstruct pedestrians use.
h. Trees shall not be planted in front of any signs.
i. All trees must be provided with an adequate watering system schedule until established.
j. In instances where tree planting is hindered by existing infrastructure or lack of adequate space, a modular suspended pavement system such as Silva-cells may be installed.

In PDPs where adequate provision for pedestrian circulation is provided, the requirements of this section may be modified by the approving body. Sidewalks shall be constructed as part of the street construction in subdivisions and PDPs unless phasing is specifically stipulated by city council. As part of the approval of a permit for a construction or alteration of structure or parking area, the PCD director may require the construction or reconstruction of sidewalks in order to fulfill the requirements of this section.

Section 4. Codification. The City Clerk shall ensure that this Ordinance shall be submitted for codification of the language in Section 2 and Section 3 herein upon taking effect.

Section 5. Repeal of Inconsistent Ordinances. This Ordinance hereby repeals all Ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 6. 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 9. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING: November 6, 2024
SECOND READING: December 18, 2024

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING, THIS 18TH DAY OF DECEMBER, 2024.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

4860892v1

Exhibit A

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				POWER LINE TREE? (Y/N)
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	
SHADE	SMALL	TYPE 1	Oriental Sweetgum	Liquidambar orientalis	Altingiaceae	NO	10' to 12'	15' to 20'	[5]	FAST	N
SHADE	MEDIUM	TYPE 1	American Hornbeam	Carpinus caroliniana	Betulaceae	YES	20' to 30'	20' to 30'	41-60%	SLOW	N
SHADE	MEDIUM	TYPE 1	Bluejack Oak	Quercus incana	Fagaceae	YES	25' to 35'	25' to 50'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Florida Maple	Acer floridanum	Sapindaceae	YES	25' to 40'	20' to 40'	41-60%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Myrtle oak	Quercus myrtifolia	Fagaceae	YES	35' to 40'	35' to 40'	81-100%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Red Bay	Persea borbonia	Lauraceae	YES	30' to 50'	30' to 50'	21-40%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Swamp Bay	Persea palustris	Lauraceae	YES	25' to 30'	25' to 35'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Turkey Oak	Quercus laevis	Fagaceae	YES	25' to 30'	30' to 40'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	(American) Sycamore	Platanus occidentalis	Platanaceae	YES	50' to 70'	75' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	American Elm	Ulmus americana	Ulmaceae	YES	50' to 70'	70' to 90'	81-100%	FAST	N
SHADE	LARGE	TYPE 1	Black Cherry	Prunus serotina	Rosaceae	YES	35' to 50'	60' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Black Gum/Tupelo	Nyssa sylvatica	Cornaceae	YES	25' to 35'	65' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Bluff Oak	Quercus austrina	Fagaceae	YES	35' to 50'	40' to 60'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Camphor	Cinnamomum camphora	Lauraceae	NO	50' to 70'	40' to 50'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Common Hackberry	Celtis occidentalis	Celtidaceae	YES	40' to 50'	45' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Common Persimmon	Diospyros virginiana	Ebenaceae	YES	20' to 35'	40' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Durand Oak	Quercus durandii (sinuata)	Fagaceae	YES	40' to 60'	50' to 90'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Green Ash	Fraxinus pennsylvanica	Oleaceae	YES	25' to 30'	30' to 45'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Laurel Oak	Quercus laurifolia	Fagaceae	YES	35' to 45'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Pecan	Carya illinoensis	Juglandaceae	NO	50' to 70'	70' to 100'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Pignut Hickory	Carya glabra	Juglandaceae	YES	30' to 40'	50' to 65'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Pop Ash	Fraxinus caroliniana	Oleaceae	YES	40' to 60'	50' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Pumpkin Ash	Fraxinus tomentosa (sp. "profunda")	Oleaceae	YES	45' to 50'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Red Maple	Acer rubrum	Sapindaceae	YES	25' to 35'	60' to 75'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Sand Live Oak	Quercus geminata	Fagaceae	YES	45' to 60'	30' to 50'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Shumard's Oak	Quercus shumardii	Fagaceae	YES	40' to 50'	55' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Silver Maple	Acer saccharinum	Sapindaceae	YES	40' to 60'	60' to 80'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Southern Live Oak	Quercus virginiana	Fagaceae	YES	60' to 120'	60' to 80'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Southern Red Oak	Quercus falcata	Fagaceae	YES	60' to 70'	60' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Strangler Fig	Ficus aurea	Moraceae	YES	50' to 70'	50' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Sugarberry	Celtis laevigata	Celtidaceae	YES	50' to 60'	50' to 70'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Swamp Chestnut Oak	Quercus michauxii	Fagaceae	YES	40' to 60'	60' to 80'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Swamp Tupelo	Nyssa sylvatica var. biflora	Cornaceae	YES	65' to 70'	80' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Sweetgum	Liquidambar styraciflua	Altingiaceae	YES	35' to 50'	60' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Water Hickory	Carya aquatica	Juglandaceae	YES	25' to 40'	60' to 70'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Water Oak	Quercus nigra	Fagaceae	YES	60' to 70'	50' to 60'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Water Tupelo	Nyssa aquatica	Cornaceae	YES	25' to 35'	75' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	White Ash	Fraxinus americana	Oleaceae	YES	10' to 15'	35' to 60'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Willow Oak	Quercus phellos	Fagaceae	YES	40' to 50'	60' to 75'	<21%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	American Hophornbeam	Ostrya virginiana	Betulaceae	YES	15' to 25'	25' to 40'	<21%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Podocarpus (Yew Plum)	Podocarpus macrophyllus	Podocarpaceae	NO	20' to 25'	30' to 40'	81-100%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Red Cedar	Juniperus virginiana	Cupressaceae	YES	20' to 30'	30' to 45'	81-100%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	Sand Pine	Pinus clausa	Pinaceae	YES	15' to 25'	25' to 40'	41-60%	SLOW	N
CONIFEROUS	LARGE	TYPE 2	Baldcypress	Taxodium distichum	Cupressaceae	YES	25' to 35'	60' to 80'	81-100%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Broadleaf Podocarpus	Podocarpus nagi	Podocarpaceae	NO	15' to 25'	30' to 50'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Chinese Juniper	Juniperus chinensis	Cupressaceae	NO	15' to 25'	40' to 50'	[5]	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Loblolly Pine	Pinus taeda	Pinaceae	YES	30' to 35'	50' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Loblolly-Bay	Gordonia lasianthus	Theaceae	YES	25' to 35'	50' to 75'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Longleaf Pine	Pinus palustris	Pinaceae	YES	30' to 40'	60' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Pondcypress	Taxodium ascendens	Cupressaceae	YES	10' to 15'	50' to 60'	81-100%	SLOW	N

CONIFEROUS	LARGE	TYPE 2	Slash Pine	Pinus elliottii var densa	Pinaceae	YES	35' to 50'	75' to 100'	61-80%	FAST	**N**
ORNAMENTAL	SMALL	TYPE 3	American Elder	Sambucus nigra (subsp. Canadensis)	Adoxaceae	YES	6' to 10'	8' to 12'	21-40%	MODERATE	**Y**
ORNAMENTAL	SMALL	TYPE 3	Blackhaw (Walter's Vibernum)	Viburnum obovatum	Caprifoliaceae	YES	6' to 10'	8' to 25'	61-80%	MODERATE	**N**
ORNAMENTAL	SMALL	TYPE 3	Burford Holly (Chinese Holly)	Ilex cornuta 'Burfordii'	Aquifoliaceae	NO	15' to 25'	15' to 25'	81-100%	MODERATE	**Y**

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	POWER LINE TREE? (Y/N)
ORNAMENTAL	SMALL	TYPE 3	Chickasaw Plum	Prunus angustifolia	Rosaceae	YES	15' to 20'	12 to 20'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Chinese Fringetree	Chionanthus retusus	Oleaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Crapemyrtle	Lagerstroemia indica	Lythraceae	NO	15' to 25'	10' to 30'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Devilwood	Osmanthus americanus	Oleaceae	YES	10' to 15'	15' to 25'	[5]	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Flatwoods Plum	Prunus umbellata	Rosaceae	YES	12' to 20'	12' to 20'	41-60%	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Florida Privet	Forestiera segregata	Oleaceae	YES	5 to 10'	10' to 15'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Fringetree	Chionanthus virginicus	Oleaceae	YES	10' to 15'	12 to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Jerusalem-Thorn	Parkinsonia aculeata	Fabaceae	NO	20' to 25'	15' to 20'	41-60%	FAST	N
ORNAMENTAL	SMALL	TYPE 3	Lemon Bottlebrush	Callistemon citrinus	Myrtaceae	NO	10' to 15'	10' to 15'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Ligustrum (Japanese Privet)	Ligustrum japonicum	Oleaceae	NO	15' to 25'	8' to 12'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Loquat	Eriobotrya japonica	Rosaceae	NO	20'	25'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Possumhaw	Ilex decidua	Aquifoliaceae	YES	10' to 15'	10' to 15'	[5]	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Purple Tabebuia	Tabebuia impetiginosa	Bignoniaceae	NO	10' to 15'	12' to 18'	[5]	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Red Buckeye	Aesculus pavia	Sapindaceae	YES	15' to 25'	15' to 20'	21-40%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Southern Wax Myrtle	Myrica cerifera	Myricaceae	YES	20' to 25'	15' to 25'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Starburst	Clerodendrum Quadriloculare	Lamiaceae	NO	10'	15'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Swamp ("Stiff") Dogwood	Cornus foemina	Cornaceae	YES	10' to 15'	10' to 25'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Sweet Acacia	Acacia farnesiana	Fabaceae	YES	15' to 25'	15' to 25'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Upright Bottlebrush	Callistemon rigidus	Myrtaceae	NO	8' to 12'	8' to 12'	41-60%	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Weeping Bottlebrush	Callistemon viminalis [7]	Myrtaceae	NO	15' to 20'	15' to 20'	41-60%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	White Geiger (Wild Olive)	Cordia boissieri	Boraginaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Yaupon Holly	Ilex vomitoria	Aquifoliaceae	YES	15' to 20'	15' to 20'	81-100%	MODERATE	Y
ORNAMENTAL	MEDIUM	TYPE 3	'Nellie R. Stevens' Holly	Ilex x 'Nellie R. Stevens'	Aquifoliaceae	YES	10' to 15'	20' to 30'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Black Mangrove	Avicennia germinans	Avicenniaceae	YES	NOT AVAIL	20' to 40'	41-60%	NOT AVAIL	N
ORNAMENTAL	MEDIUM	TYPE 3	Coastal Plain Willow	Salix caroliniana	Salicaceae	YES	25' to 35'	25' to 35'	61-80%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 2	Dahoon Holly	Ilex cassine	Aquifoliaceae	YES	8' to 12'	20' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	'East Palatka' Holly	Ilex x attenuata	Aquifoliaceae	YES	10' to 15'	30' to 45'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	Eastern Redbud	Cercis canadensis	Fabaceae	YES	15' to 25'	20' to 30'	21-40%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Flowering Dogwood	Cornus florida	Cornaceae	YES	25' to 30'	20' to 30'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Golden Trumpet Tree	Tabebuia chrysotricha	Bignoniaceae	NO	25' to 35'	25' to 35'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 1	Jacaranda	Jacaranda mimosifolia	Fabaceae	NO	45' to 60'	25' to 40'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Red Mangrove	Rhizophora mangle	Rhizophoraceae	YES	15' to 25'	15' to 25'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Seagrape	Coccoloba uvifera	Polygonaceae	YES	20' to 30'	25' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Simpson Stopper	Myrcianthes fragrans	Myrtaceae	YES	15' to 20'	15' to 20'	81-100%	SLOW	N
ORNAMENTAL	MEDIUM	TYPE 3	Witch-Hazel	Hamamelis virginiana	Hamamelidaceae	YES	15' to 25'	20' to 30'	[5]	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	American Holly	Ilex opaca	Aquifoliaceae	YES	15' to 25'	35' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 1	'Bosque' Chinese Elm	Ulmus parvifolia	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	'Drake' Chinese Elm	Ulmus parvifolia 'Drake'	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 2	Japanese Blueberry	Eleocarpus decipiens	Caprifoliaceae	NO	20' to 40'	40' to 60'	81-100%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Olive	Olea europaea	Oleaceae	NO	35' to 50'	25' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Red Mulberry	Morus rubra	Moraceae	YES	35' to 50'	50' to 75'	41-60%	FAST	N
ORNAMENTAL	LARGE	TYPE 1	Southern Magnolia	Magnolia grandiflora	Magnoliaceae	YES	30' to 40'	60' to 80'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Sweetbay Magnolia	Magnolia virginiana	Magnoliaceae	YES	15' to 25'	40' to 50'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	White Mangrove	Laguncularia racemosa	Combretaceae	YES	30' to 40'	30' to 50'	81-100%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Winged Elm	Ulmus alata	Ulmaceae	YES	30' to 40'	45' to 70'	61-80%	FAST	N
PALM	SMALL	PALM	Chinese Windmill Palm	Trachycarpus fortunei	Arecaceae	NO	6' to 10'	10' to 20'	61-80%	SLOW	Y
PALM	SMALL	PALM	Cliff Date Palm	Phoenix rupicola	Arecaceae	NO	20'	25'	[5]	FAST	Y
PALM	SMALL	PALM	European Fan Palm	Chamaerops humilis	Arecaceae	NO	20'	15'	81-100%	SLOW	Y
PALM	SMALL	PALM	Pindo Palm	Butia capitata	Arecaceae	NO	10' to 15'	15' to 25'	61-80%	SLOW	Y
PALM	SMALL	PALM	Pygmy Date Palm	Phoenix roebellenii	Arecaceae	NO	7'	12'	61-80%	SLOW	Y
PALM	MEDIUM	PALM	Paurotis Palm	Acoelorraphe wrightii	Arecaceae	YES	12'	30'	61-80%	SLOW	N
PALM	MEDIUM	PALM	Puerto Rican Hat Palm	Sabal causarium	Arecaceae	NO	15'	45'	[5]	SLOW	N
PALM	MEDIUM	PALM	Senegal Date Palm	Phoenix reclinata [7]	Arecaceae	NO	40' to 50'	30' to 35'	61-80%	MODERATE	N
PALM	MEDIUM	PALM	Wild Date Palm	Phoenix sylvestris	Arecaceae	NO	20'	40'	81-100%	FAST	N

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				POWER LINE TREE? (Y/N)
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	
PALM	LARGE	PALM	Bismarck Palm	Bismarkia nobilis	Arecaceae	NO	12' to 16'	30' to 60'	[5]	SLOW	**N**
PALM	LARGE	PALM	Cabbage Palm	Sabal palmetto	Arecaceae	YES	10' to 15'	40' to 50'	81-100%	SLOW	**N**
PALM	LARGE	PALM	Canary Island Date Palm	Phoenix canariensis	Arecaceae	NO	20' to 25'	40' to 60'	81-100%	SLOW	**N**
PALM	LARGE	PALM	Chinese Fan Palm	Livistona chinensis	Arecaceae	NO	10' to 12'	30' to 50'	81-100%	MODERATE	**N**
PALM	LARGE	PALM	Date Palm	Phoenix dactylifera	Arecaceae	NO	12 to 15'	50' to 80'	81-100%	MODERATE	**N**
PALM	LARGE	PALM	Ribbon Fan Palm	Livistona decora (deciphens)	Arecaceae	NO	15'	30'	81-100%	SLOW	**N**
PALM	LARGE	PALM	Washington (Mexican Fan) Palm	Washingtonia robusta [7]	Arecaceae	NO	10' to 15'	60' to 90'	61-80%	FAST	**N**

Notes:

[1] Typology: Shade; Coniferous; Ornamental; Palm

[2] Small [0-20' avg height]; Medium [20-40' avg height]; Large [40' or higher avg height]. Average ["avg"] height dimension is at time of full growth/maturity.

[3] Source: FL Dept of Agricultural & Consumer Services, Florida Grades and Standards for Nursery Plants 2015.

[4] Source: Tree Species Ratings for Florida, January 2016, International Society of Arboriculture, FL Chapter. Rating % assigned to a specific tree upon evaluation and determination of its existing condition. Refer to sec. 27-285.4.1 for Rating % and tree condition equivalency factors. The higher the Rating % = the higher suitability in Tampa's urban environment (assuming proper placement & general maintenance).

[5] Species Rating not available from Florida ISA. Use Condition Rating factor as Species Rating factor in Mitigation calculation for grand trees.

[6] Growth Rate: refers to the vertical increase in growth. Slow: ≤ 12" per year; Moderate: 13"-24" per year; Fast: ≥ 25" per year. (Source: Dirr, M., Manual of Woody Landscape Plants, pub. Jan. 1990)

[7] Species listed as Category II on the 2017 Florida Exotic Pest Plant Council List of Exotic Species. Specie may be planted and/or retained, but no credit shall be factored into mitigation formula. See also sec. 27-284.1.2(2).

Reference : "Y" means "Yes," "N" means "No," "NOT AVAIL" means "not available at time of adoption of this document."

City of Bradenton
Planning and Community Development Department
City Council
December 18, 2024

LU.24.1672 Staff Report

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" AND 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES."; AMENDING CHAPTER 4.0 GENERAL REGULATIONS 4.1.3.5 "SIDEWALKS"; PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The Tree and Land Preservation Board (TLPB) has provided recommendations for updating the City of Bradenton Land Development code. Specifically, the code sections regulate the composition of the Tree and Land Preservation Board (Chapter 2) and the planting of trees in City rights of way (Chapter 4).

The changes to Section 2.1.3 were approved for recommendation to City Council at the November 2023 meeting. The Board has experienced some challenges with gathering a quorum for monthly meetings. The strict board composition requirements in Section 2.1.3 makes it difficult to find volunteers to serve, and the list leaves out some relevant professions. The Board is suggesting removing most of the numbers for each type of individual but keeping a cap of three on interested city residents.

The Section 4.1.3 changes were voted on and approved for recommendation to City Council at the June 2024 Tree and Land Preservation Board meeting. These changes were suggested as a way to expand the currently allowed tree species in City right of ways, bringing the code up to date with a more modern understanding of appropriate tree plantings (known as "Right Tree Right Place").

A version of the relevant code sections in strikethrough underline format can be found on the following pages.

Planning Commission heard the case at the August 21, 2024 meeting. The Planning Commission voted to recommend approval of the proposed changes. Additionally, the Planning Commission voted to instruct the City Attorney to craft an additional amendment to 2.1.3.3.b, removing the power of the Tree and Land Preservation Board to delay the removal of a tree for up to 180 days. The City Attorney suggested language can be found attached to the proposed Ordinance.

2.1.3 *Tree and land preservation board.* The city recognizes that a green and well-landscaped environment is important and healthy to its citizens and business community, and prospective residents and visitors. The purpose of the tree and land preservation board (TLPB) is to promote awareness of the city-wide tree canopy and tree education programs, and open space and parklands preservation initiatives. The TLPB may also, when determined by the PCD, advise owners of buildings, land, and other properties that may impact the city's tree canopy and open spaces, and other lands concerning the treatment of the natural, visual characteristics and value of such properties. The TLPB works closely with city departments, various civic and private groups, individuals, and outside agencies and organizations.

~~2.1.3.1~~ *Composition and terms of TLPB members.* The TLPB shall consist of up to 11 members appointed by the mayor and confirmed by city council for terms of three years. The professional members do not have to be residents of the city. The PCD director or his or her designee shall serve as staff to the TLPB board, and shall bring forth items to the board for consideration as outlined in section 2.1.3.3. Any member may be recommended for removal by the mayor and a majority vote by city council. A simple majority of appointed members, or ~~F~~five members being present shall constitute a quorum. Members ~~shall~~ should be a diverse mix, representative of the community, in the following or similar professions: ~~appointed as follows:~~

- ~~Two~~ Florida-registered landscape architects;
- ~~One~~ Florida-certified arborists;
- ~~One~~ county agricultural extension office representative;
- ~~One~~ Land use planners;
- ~~Two~~ Landscape nursery professionals;
- ~~One~~ Keep Manatee Beautiful members;
- Foresters
- Environmental professionals
- A maximum of ~~T~~three city residents interested in the TLPB's purpose; ~~and~~
- ~~One alternate.~~

2.1.3.2 *Bylaws and procedures.* The TLPB shall adopt bylaws and procedures regarding the election and terms of officers, establishment, calling, conducting and recording of a regular schedule of public meetings. The bylaws and procedures shall be incorporated into the procedures manual maintained by the PCD director. The city council may make appropriations for salaries, fees and expenses necessary for conducting the work of the TLPB. The PCD director, at his/her discretion, may authorize expenditures by the TLPB, of less than $10,000.00 when a detailed analysis has been prepared by the TLPB, and funds are available in the city's tree program fund.

2.1.3.3 *Functions, powers, and duties.* The TLPB is authorized and empowered to undertake such

actions as necessary to achieve its purpose, including the following:

a. Consider and make recommendations on items submitted to them by the PCD director, to the city council pertaining to the aesthetic programs and standards of the city including, but not limited to, the city's tree program (section 4.1.2), and parks and open space initiatives. The TLPB may, as determined by the PCD director, act on its own behalf in implementing related goals and objectives, as well as, consider and make recommendations regarding other matters as submitted by the city council and other city entities that make such requests.

b. Delay removal of a grand or notable tree or trees, or other remarkable tree as recommended by the PCD director, for a period of up to 180 days for the purpose of negotiations between the TLPB and property owner(s) in an effort to find a means of preserving the tree(s).

c. Establish and implement programs of education, information or research toward advancing its purpose.

d. Prepare an annual ~~beautification strategy~~ strategic plan focusing on preservation and enhancement of the city's tree canopy, parks and open space, and other related programs. The ~~beautification strategy~~ strategic plan shall be submitted as a recommendation to city council for its approval. At a minimum, the ~~beautification strategy~~ strategic plan shall comply with the minimum standards associated with Tree City, USA membership, and other similar programs.

e. The TLPB shall review, as needed, the city's LURs for revisions which advance and strengthen its purpose. Such revisions shall require Staff review and be made as recommendations to the planning commission and city council for approval.

f. Organize and conduct ~~in January of each year~~ an Arbor Day celebration annually to educate the public on the importance of trees in our community and maintaining and enhancing the city's tree canopy.

g. Coordinate the city's memorial and notable tree programs by processing new applications, maintaining accurate records, and providing guidance with tree location, planting, and care processes.

h. In coordination with the city's grants and assistance division and approval by the city council, search and prepare proposals for financial and technical assistance grants and prepare proposals to obtain funds to finance initiatives to advance its purpose. When awarded such grants, it shall be the responsibility of the TLPB to oversee their implementation through coordination with the PCD director.

i. Establish, with city council approval, an entity to accept and maintain donated or purchased lands which achieve its purpose.

4.1.3.5 *Sidewalks*. Sidewalks shall be provided on at least one side of all local streets and minor collectors and both sides of arterials and major collectors. In the UC/UCBD and UV districts, sidewalks shall be provided on both sides of the street, regardless of the street classification. Sidewalks shall be concrete and shall be a minimum of four inches thick and five feet wide in residential areas, and eight feet wide in mixed-use and non-residential districts. ~~Except in the UC/UCDB district there shall be at minimum a three-foot-wide strip of landscaped area (as defined in section 4.1.4.4.b.) between the sidewalk and curb, in which a tree (as listed herein) shall be planted every 100 feet.~~ Landscaped area shall be a minimum of three feet and in all areas possible maximized within the right of way, trees shall be planted every 100 feet according to the following criteria:

Tree~~s shall be~~ species shall ~~limited to~~not include ~~t~~the following:

- Brazilian Pepper, Carrotwood, Australian Pine, Chinese tallow, Melaleuca or any tree that meets the definition of 'Invasive' as determined by the Florida Invasive Species Council. https://floridainvasivespecies.org/plantlist.cfm

Tree species shall be chosen based on climate suitability and site constraints following the principle of 'Right Tree, Right Place'. See below tree matrix for suggested species and characteristics.

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	POWER LINE TREE? (Y/N)
SHADE	SMALL	TYPE 1	Oriental Sweetgum	Liquidambar orientalis	Altingiaceae	NO	10' to 12'	15' to 20'	[5]	FAST	N
SHADE	MEDIUM	TYPE 1	American Hornbeam	Carpinus caroliniana	Betulaceae	YES	20' to 30'	20' to 30'	41-60%	SLOW	N
SHADE	MEDIUM	TYPE 1	Bluejack Oak	Quercus incana	Fagaceae	YES	25' to 35'	25' to 50'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Florida Maple	Acer floridanum	Sapindaceae	YES	25' to 40'	20' to 40'	41-60%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Myrtle oak	Quercus myrtifolia	Fagaceae	YES	35' to 40'	35' to 40'	81-100%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Red Bay	Persea borbonia	Lauraceae	YES	30' to 50'	30' to 50'	21-40%	MODERATE	N
SHADE	MEDIUM	TYPE 1	Swamp Bay	Persea palustris	Lauraceae	YES	25' to 30'	25' to 35'	[5]	MODERATE	N
SHADE	MEDIUM	TYPE 1	Turkey Oak	Quercus laevis	Fagaceae	YES	25' to 30'	30' to 40'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	(American) Sycamore	Platanus occidentalis	Platanaceae	YES	50' to 70'	75' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	American Elm	Ulmus americana	Ulmaceae	YES	50' to 70'	70' to 90'	81-100%	FAST	N
SHADE	LARGE	TYPE 1	Black Cherry	Prunus serotina	Rosaceae	YES	35' to 50'	60' to 90'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Black Gum/Tupelo	Nyssa sylvatica	Cornaceae	YES	25' to 35'	65' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Bluff Oak	Quercus austrina	Fagaceae	YES	35' to 50'	40' to 60'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Camphor	Cinnamomum camphora	Lauraceae	NO	50' to 70'	40' to 50'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Common Hackberry	Celtis occidentalis	Celtidaceae	YES	40' to 50'	45' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Common Persimmon	Diospyros virginiana	Ebenaceae	YES	20' to 35'	40' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Durand Oak	Quercus durandii (sinuata)	Fagaceae	YES	40' to 60'	50' to 90'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Green Ash	Fraxinus pennsylvanica	Oleaceae	YES	25' to 30'	30' to 45'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Laurel Oak	Quercus laurifolia	Fagaceae	YES	35' to 45'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Pecan	Carya illinoensis	Juglandaceae	NO	50' to 70'	70' to 100'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Pignut Hickory	Carya glabra	Juglandaceae	YES	30' to 40'	50' to 65'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Pop Ash	Fraxinus caroliniana	Oleaceae	YES	40' to 60'	50' to 80'	[5]	FAST	N
SHADE	LARGE	TYPE 1	Pumpkin Ash	Fraxinus tomentosa (sp. "profunda")	Oleaceae	YES	45' to 50'	60' to 70'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Red Maple	Acer rubrum	Sapindaceae	YES	25' to 35'	60' to 75'	61-80%	FAST	N
SHADE	LARGE	TYPE 1	Sand Live Oak	Quercus geminata	Fagaceae	YES	45' to 60'	30' to 50'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Shumard's Oak	Quercus shumardii	Fagaceae	YES	40' to 50'	55' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Silver Maple	Acer saccharinum	Sapindaceae	YES	40' to 60'	60' to 80'	<21%	FAST	N
SHADE	LARGE	TYPE 1	Southern Live Oak	Quercus virginiana	Fagaceae	YES	60' to 120'	60' to 80'	81-100%	MODERATE	N
SHADE	LARGE	TYPE 1	Southern Red Oak	Quercus falcata	Fagaceae	YES	60' to 70'	60' to 80'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Strangler Fig	Ficus aurea	Moraceae	YES	50' to 70'	50' to 60'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Sugarberry	Celtis laevigata	Celtidaceae	YES	50' to 60'	50' to 70'	41-60%	MODERATE	N
SHADE	LARGE	TYPE 1	Swamp Chestnut Oak	Quercus michauxii	Fagaceae	YES	40' to 60'	60' to 80'	61-80%	NOT AVAIL	N
SHADE	LARGE	TYPE 1	Swamp Tupelo	Nyssa sylvatica var. biflora	Cornaceae	YES	65' to 70'	80' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Sweetgum	Liquidambar styraciflua	Altingiaceae	YES	35' to 50'	60' to 75'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Water Hickory	Carya aquatica	Juglandaceae	YES	25' to 40'	60' to 70'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	Water Oak	Quercus nigra	Fagaceae	YES	60' to 70'	50' to 60'	41-60%	FAST	N
SHADE	LARGE	TYPE 1	Water Tupelo	Nyssa aquatica	Cornaceae	YES	25' to 35'	75' to 100'	61-80%	SLOW	N
SHADE	LARGE	TYPE 1	White Ash	Fraxinus americana	Oleaceae	YES	10' to 15'	35' to 60'	61-80%	MODERATE	N
SHADE	LARGE	TYPE 1	Willow Oak	Quercus phellos	Fagaceae	YES	40' to 50'	60' to 75'	<21%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	American Hophornbeam	Ostrya virginiana	Betulaceae	YES	15' to 25'	25' to 40'	<21%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Podocarpus (Yew Plum)	Podocarpus macrophyllus	Podocarpaceae	NO	20' to 25'	30' to 40'	81-100%	SLOW	N
CONIFEROUS	MEDIUM	TYPE 2	Red Cedar	Juniperus virginiana	Cupressaceae	YES	20' to 30'	30' to 45'	81-100%	FAST	N
CONIFEROUS	MEDIUM	TYPE 2	Sand Pine	Pinus clausa	Pinaceae	YES	15' to 25'	25' to 40'	41-60%	SLOW	N
CONIFEROUS	LARGE	TYPE 2	Baldcypress	Taxodium distichum	Cupressaceae	YES	25' to 35'	60' to 80'	81-100%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Broadleaf Podocarpus	Podocarpus nagi	Podocarpaceae	NO	15' to 25'	30' to 50'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Chinese Juniper	Juniperus chinensis	Cupressaceae	NO	15' to 25'	40' to 50'	[5]	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Loblolly Pine	Pinus taeda	Pinaceae	YES	30' to 35'	50' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Loblolly-Bay	Gordonia lasianthus	Theaceae	YES	25' to 35'	50' to 75'	81-100%	MODERATE	N
CONIFEROUS	LARGE	TYPE 2	Longleaf Pine	Pinus palustris	Pinaceae	YES	30' to 40'	60' to 80'	61-80%	FAST	N
CONIFEROUS	LARGE	TYPE 2	Pondcypress	Taxodium ascendens	Cupressaceae	YES	10' to 15'	50' to 60'	81-100%	SLOW	N
CONIFEROUS	LARGE	TYPE 2	Slash Pine	Pinus elliottii var densa	Pinaceae	YES	35' to 50'	75' to 100'	61-80%	FAST	N
ORNAMENTAL	SMALL	TYPE 3	American Elder	Sambucus nigra (subsp. Canadensis)	Adoxaceae	YES	6' to 10'	8' to 12'	21-40%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Blackhaw (Walter's Vibernum)	Viburnum obovatum	Caprifoliaceae	YES	6' to 10'	8' to 25'	61-80%	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Burford Holly (Chinese Holly)	Ilex cornuta 'Burfordii'	Aquifoliaceae	NO	15' to 25'	15' to 25'	81-100%	MODERATE	Y

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	POWER LINE TREE? (Y/N)
ORNAMENTAL	SMALL	TYPE 3	Chickasaw Plum	Prunus angustifolia	Rosaceae	YES	15' to 20'	12 to 20'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Chinese Fringetree	Chionanthus retusus	Oleaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Crapemyrtle	Lagerstroemia indica	Lythraceae	NO	15' to 25'	10' to 30'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Devilwood	Osmanthus americanus	Oleaceae	YES	10' to 15'	15' to 25'	[5]	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Flatwoods Plum	Prunus umbellata	Rosaceae	YES	12' to 20'	12' to 20'	41-60%	MODERATE	N
ORNAMENTAL	SMALL	TYPE 3	Florida Privet	Forestiera segregata	Oleaceae	YES	5 to 10'	10' to 15'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Fringetree	Chionanthus virginicus	Oleaceae	YES	10' to 15'	12 to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Jerusalem-Thorn	Parkinsonia aculeata	Fabaceae	NO	20' to 25'	15' to 20'	41-60%	FAST	N
ORNAMENTAL	SMALL	TYPE 3	Lemon Bottlebrush	Callistemon citrinus	Myrtaceae	NO	10' to 15'	10' to 15'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Ligustrum (Japanese Privet)	Ligustrum japonicum	Oleaceae	NO	15' to 25'	8' to 12'	81-100%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Loquat	Eriobotrya japonica	Rosaceae	NO	20'	25'	61-80%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Possumhaw	Ilex decidua	Aquifoliaceae	YES	10' to 15'	10' to 15'	[5]	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Purple Tabebuia	Tabebuia impetiginosa	Bignoniaceae	NO	10' to 15'	12' to 18'	[5]	SLOW	N
ORNAMENTAL	SMALL	TYPE 3	Red Buckeye	Aesculus pavia	Sapindaceae	YES	15' to 25'	15' to 20'	21-40%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Southern Wax Myrtle	Myrica cerifera	Myricaceae	YES	20' to 25'	15' to 25'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Starburst	Clerodendrum Quadriloculare	Lamiaceae	NO	10'	15'	[5]	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Swamp ("Stiff") Dogwood	Cornus foemina	Cornaceae	YES	10' to 15'	10' to 25'	[5]	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	Sweet Acacia	Acacia farnesiana	Fabaceae	YES	15' to 25'	15' to 25'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Upright Bottlebrush	Callistemon rigidus	Myrtaceae	NO	8' to 12'	8' to 12'	41-60%	FAST	Y
ORNAMENTAL	SMALL	TYPE 3	Weeping Bottlebrush	Callistemon viminalis [7]	Myrtaceae	NO	15' to 20'	15' to 20'	41-60%	MODERATE	Y
ORNAMENTAL	SMALL	TYPE 3	White Geiger (Wild Olive)	Cordia boissieri	Boraginaceae	NO	10' to 15'	15' to 20'	41-60%	SLOW	Y
ORNAMENTAL	SMALL	TYPE 3	Yaupon Holly	Ilex vomitoria	Aquifoliaceae	YES	15' to 20'	15' to 20'	81-100%	MODERATE	Y
ORNAMENTAL	MEDIUM	TYPE 3	'Nellie R. Stevens' Holly	Ilex x 'Nellie R. Stevens'	Aquifoliaceae	YES	10' to 15'	20' to 30'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Black Mangrove	Avicennia germinans	Avicenniaceae	YES	NOT AVAIL	20' to 40'	41-60%	NOT AVAIL	N
ORNAMENTAL	MEDIUM	TYPE 3	Coastal Plain Willow	Salix caroliniana	Salicaceae	YES	25' to 35'	25' to 35'	61-80%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 2	Dahoon Holly	Ilex cassine	Aquifoliaceae	YES	8' to 12'	20' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	'East Palatka' Holly	Ilex x attenuata	Aquifoliaceae	YES	10' to 15'	30' to 45'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 2	Eastern Redbud	Cercis canadensis	Fabaceae	YES	15' to 25'	20' to 30'	21-40%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Flowering Dogwood	Cornus florida	Cornaceae	YES	25' to 30'	20' to 30'	21-40%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Golden Trumpet Tree	Tabebuia chrysotricha	Bignoniaceae	NO	25' to 35'	25' to 35'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 1	Jacaranda	Jacaranda mimosifolia	Fabaceae	NO	45' to 60'	25' to 40'	41-60%	FAST	N
ORNAMENTAL	MEDIUM	TYPE 3	Red Mangrove	Rhizophora mangle	Rhizophoraceae	YES	15' to 25'	15' to 25'	81-100%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Seagrape	Coccoloba uvifera	Polygonaceae	YES	20' to 30'	25' to 30'	61-80%	MODERATE	N
ORNAMENTAL	MEDIUM	TYPE 3	Simpson Stopper	Myrcianthes fragrans	Myrtaceae	YES	15' to 20'	15' to 20'	81-100%	SLOW	N
ORNAMENTAL	MEDIUM	TYPE 3	Witch-Hazel	Hamamelis virginiana	Hamamelidaceae	YES	15' to 25'	20' to 30'	[5]	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	American Holly	Ilex opaca	Aquifoliaceae	YES	15' to 25'	35' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 1	'Bosque' Chinese Elm	Ulmus parvifolia	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	'Drake' Chinese Elm	Ulmus parvifolia 'Drake'	Ulmaceae	NO	35' to 50'	35' to 45'	41-60%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 2	Japanese Blueberry	Eleocarpus decipiens	Caprifoliaceae	NO	20' to 40'	40' to 60'	81-100%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Olive	Olea europaea	Oleaceae	NO	35' to 50'	25' to 50'	61-80%	SLOW	N
ORNAMENTAL	LARGE	TYPE 2	Red Mulberry	Morus rubra	Moraceae	YES	35' to 50'	50' to 75'	41-60%	FAST	N
ORNAMENTAL	LARGE	TYPE 1	Southern Magnolia	Magnolia grandiflora	Magnoliaceae	YES	30' to 40'	60' to 80'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Sweetbay Magnolia	Magnolia virginiana	Magnoliaceae	YES	15' to 25'	40' to 50'	61-80%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	White Mangrove	Laguncularia racemosa	Combretaceae	YES	30' to 40'	30' to 50'	81-100%	MODERATE	N
ORNAMENTAL	LARGE	TYPE 1	Winged Elm	Ulmus alata	Ulmaceae	YES	30' to 40'	45' to 70'	61-80%	FAST	N
PALM	SMALL	PALM	Chinese Windmill Palm	Trachycarpus fortunei	Arecaceae	NO	6' to 10'	10' to 20'	61-80%	SLOW	Y
PALM	SMALL	PALM	Cliff Date Palm	Phoenix rupicola	Arecaceae	NO	20'	25'	[5]	FAST	Y
PALM	SMALL	PALM	European Fan Palm	Chamaerops humilis	Arecaceae	NO	20'	15'	81-100%	SLOW	Y
PALM	SMALL	PALM	Pindo Palm	Butia capitata	Arecaceae	NO	10' to 15'	15' to 25'	61-80%	SLOW	Y
PALM	SMALL	PALM	Pygmy Date Palm	Phoenix roebellenii	Arecaceae	NO	7'	12'	61-80%	SLOW	Y
PALM	MEDIUM	PALM	Paurotis Palm	Acoelorraphe wrightii	Arecaceae	YES	12'	30'	61-80%	SLOW	N
PALM	MEDIUM	PALM	Puerto Rican Hat Palm	Sabal causarium	Arecaceae	NO	15'	45'	[5]	SLOW	N
PALM	MEDIUM	PALM	Senegal Date Palm	Phoenix reclinata [7]	Arecaceae	NO	40' to 50'	30' to 35'	61-80%	MODERATE	N
PALM	MEDIUM	PALM	Wild Date Palm	Phoenix sylvestris	Arecaceae	NO	20'	40'	81-100%	FAST	N

TREE TYPE / SIZE / FORM			TREE DENDROLOGY				TYPICAL CHARACTERISTICS				POWER LINE TREE? (Y/N)
Tree Type [1]	Tree Size [2]	FL Grades & Standards Tree Type-Form [3]	Common Name	Scientific Name	Plant Family	Florida Native	Mature Crown Spread	Mature Height	Species Rating [4,5]	Growth Rate [6]	
PALM	LARGE	PALM	Bismarck Palm	Bismarkia nobilis	Arecaceae	NO	12' to 16'	30' to 60'	[5]	SLOW	N
PALM	LARGE	PALM	Cabbage Palm	Sabal palmetto	Arecaceae	YES	10' to 15'	40' to 50'	81-100%	SLOW	N
PALM	LARGE	PALM	Canary Island Date Palm	Phoenix canariensis	Arecaceae	NO	20' to 25'	40' to 60'	81-100%	SLOW	N
PALM	LARGE	PALM	Chinese Fan Palm	Livistona chinensis	Arecaceae	NO	10' to 12'	30' to 50'	81-100%	MODERATE	N
PALM	LARGE	PALM	Date Palm	Phoenix dactylifera	Arecaceae	NO	12 to 15'	50' to 80'	81-100%	MODERATE	N
PALM	LARGE	PALM	Ribbon Fan Palm	Livistona decora (deciphens)	Arecaceae	NO	15'	30'	81-100%	SLOW	N
PALM	LARGE	PALM	Washington (Mexican Fan) Palm	Washingtonia robusta [7]	Arecaceae	NO	10' to 15'	60' to 90'	61-80%	FAST	N

Notes:

[1] Typology: Shade; Coniferous; Ornamental; Palm

[2] Small [0-20' avg height]; Medium [20-40' avg height]; Large [40' or higher avg height]. Average ["avg"] height dimension is at time of full growth/maturity.

[3] Source: FL Dept of Agricultural & Consumer Services, Florida Grades and Standards for Nursery Plants 2015.

[4] Source: Tree Species Ratings for Florida, January 2016, International Society of Arboriculture, FL Chapter. Rating % assigned to a specific tree upon evaluation and determination of its existing condition. Refer to sec. 27-285.4.1 for Rating % and tree condition equivalency factors. The higher the Rating % = the higher suitability in Tampa's urban environment (assuming proper placement & general maintenance).

[5] Species Rating not available from Florida ISA. Use Condition Rating factor as Species Rating factor in Mitigation calculation for grand trees.

[6] Growth Rate: refers to the vertical increase in growth. Slow: ≤ 12" per year; Moderate: 13"-24" per year; Fast: ≥ 25" per year. (Source: Dirr, M., Manual of Woody Landscape Plants, pub. Jan. 1990)

[7] Species listed as Category II on the 2017 Florida Exotic Pest Plant Council List of Exotic Species. Specie may be planted and/or retained, but no credit shall be factored into mitigation formula. See also sec. 27-284.1.2(2).

Reference : "Y" means "Yes," "N" means "No," "NOT AVAIL" means "not available at time of adoption of this document."

https://www.tampa.gov/document/city-tampa-tree-matrix-17196

~~Black olive;~~

- ~~Dwarf magnolia;~~
- ~~Palms (with the exception of cabbage palms);~~
- ~~Crape myrtle.~~

The director of public works may, at ~~his~~ their discretion, ~~approve additional species or~~ prohibit planting under certain circumstances. Trees planted in the right of way must meet the following criteria:

a. A root barrier shall be placed around select trees within or near the right-of-way.

b. No tree shall be placed any closer than ten feet (five feet with a root barrier) to any utility owned and operated by the City of Bradenton Public Works Department.

c. No trees shall be planted within utility easements.

d. No trees shall be planted under overhead utility lines.

e. Trees planted within medians shall not be paced as to hinder site [sight] visibility at intersections from any direction.

f. Trees planted in medians should be limited to height and diameter as to not cause damage to vehicles from the drip line.

g. Trees planted next to sidewalks shall be planted at a height as to not obstruct pedestrians use.

h. Trees shall not be planted in front of any signs.

i. All trees must be provided with an adequate watering system schedule until established.

j. In instances where tree planting is hindered by existing infrastructure or lack of adequate space, a modular suspended pavement system such as Silva-cells should be installed.

In PDPs where adequate provision for pedestrian circulation is provided, the requirements of this section may be modified by the approving body. Sidewalks shall be constructed as part of the street construction in subdivisions and PDPs unless phasing is specifically stipulated by city council. As part of the approval of a permit for a construction or alteration of structure or parking area, the PCD director may require the construction or reconstruction of sidewalks in order to fulfill the requirements of this section.

Zoning Text Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

RECEIVED
By Jamie Schindewolf at 2:51 pm, Jul 08, 2024

CONTACT INFORMATION — REQUIRED

Name of Applicant: City of Bradenton Tree and Land Preservation Board

Applicant Address: 101 Old Main Street, Bradenton FL, 34205

Applicant Telephone: 941-932-9426 (staff liaison)

Applicant Email: jamie.schindewolf@BradentonFL.gov (staff liaison)

REQUIRED

Indicate Zoning Ordinance Being Amended: Land Use Regulations Form-Based Code

MATERIALS FOR REVIEW — REQUIRED

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ► Text Amendment Application
- ► Application Fee : $5,520 ($4,000 if advertised concurrently with a FLUM Amendment)
- ► Letter of Request
- ► Proposed Text Changes in Strikethrough and Underline Format (provide One (1) electronic copy of text changes in Word .doc format
- ► Include one (1) electronic copy (pdf) of Application and all support materials.

SIGNATURE — REQUIRED

The applicant agrees to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws.

Jamie Schindewolf
Signature of Applicant

7/8/2024
Date

CITY STAFF ONLY — CITY STAFF ONLY

Application Fees:
Fee Required: **$5,520**
Fee Required: **$4,000** if submitted with FLUM Amendment

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☒
Incomplete: ☐ _____

APPLICATION #: 24.2761

REVIEW DATES – TO BE COMPLETED BY CITY STAFF

2nd CC READ: _____

1st CC READ: _____

PC REVIEW: _____

DRC: _____

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Greg DeLong, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4051 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND
STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Ordinance 4051.

Planning Commission met on September 18, 2024, and recommended to City Council approval of Ordinance 4051 (vote 5-0).

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

The applicant submitted a right-of-way vacation application requesting to vacate a 10-foot-wide alley located between properties located at 102 Manatee Avenue East, 120 Manatee Avenue East, 113 5th Avenue Drive East. The proposed vacation is approximately 2,129 sq. ft. or 0.049 acres in size.

The applicant is requesting the vacation in order to prepare the property for a future car wash. As part of the vacation request, Florida Power and Light (FPL) submitted a letter of approval with the stipulation that a 10-foot easement be recorded to protect their existing facilities on site.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Ordinance 4051.

ATTACHMENTS:
Ordinance 4051
Application - Request to Vacate
Staff Report
Presentation

Ordinance No. 4051

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes; except when expressly prohibited by law and to enact ordinances in furtherance thereof; and

WHEREAS, Vott Partners LLC and Bradenton Centre LLC (collectively, the "Applicant" or "Property Owner"), own property located 102 Manatee Avenue East, 120 Manatee Avenue East, and 113 5th Avenue Drive East, Bradenton, FL 34205, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Applicant filed an application to vacate a platted 10 foot alley, as legally described in Exhibit B attached hereto (the "Alley"); and

WHEREAS, the Alley proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of that certain Alley as shown on the plat of the High School Addition to Manatee, and more particular described in Exhibit B; and

WHEREAS, Florida Power and Light has existing facilities within the Alley to service to the Property; and

WHEREAS, the City Council has reviewed the request for vacation of the Alley and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of the Alley is consistent with the City of Bradenton Comprehensive Plan, that it will not compromise the public interest, nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said Alley is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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. Vacated Alley. The City Council for the City of Bradenton, Florida, pursuant to due and proper petition and application and other procedures as required by law and the rules and regulations of this Council for vacating the following described Alley having been accomplished, does hereby vacate, close and abandon that Alley which is described and illustrated on Exhibit "B" attached hereto and incorporated herein by reference, subject to the conditions described herein. The vacation of the Alley is conditioned upon the Applicant providing an easement, in a form acceptable to Florida Power and Light, to address existing FPL facilities located within the Alley (the "Easement").

Section 3. Recordation. Upon adoption of this Ordinance and receipt of the fully executed Easement, the City Clerk shall ensure that the Ordinance and Easement are recorded in the Official Records of Manatee County, Florida, with the Ordinance being recorded immediately prior to the Easement.

Section 4. Repeal of Ordinances in Conflict. 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, but the vacation described herein shall not be effective until such time as the Ordinance and Easement are recorded as provided in Section 3 herein. Should the Ordinance and Easement not be recorded within two (2) years following the effective date of this Ordinance, then the vacation shall be deemed null and void.

FIRST READING	November 6, 2024
PUBLICATION DATE	December 8, 2024
SECOND READING	December 18, 2024

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 18th day of December 2024.

CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton, City Clerk

Gene Brown, Mayor

APPROVED AS TO FORM:

Scott Rudacille, City Attorney

EXHIBIT "A"

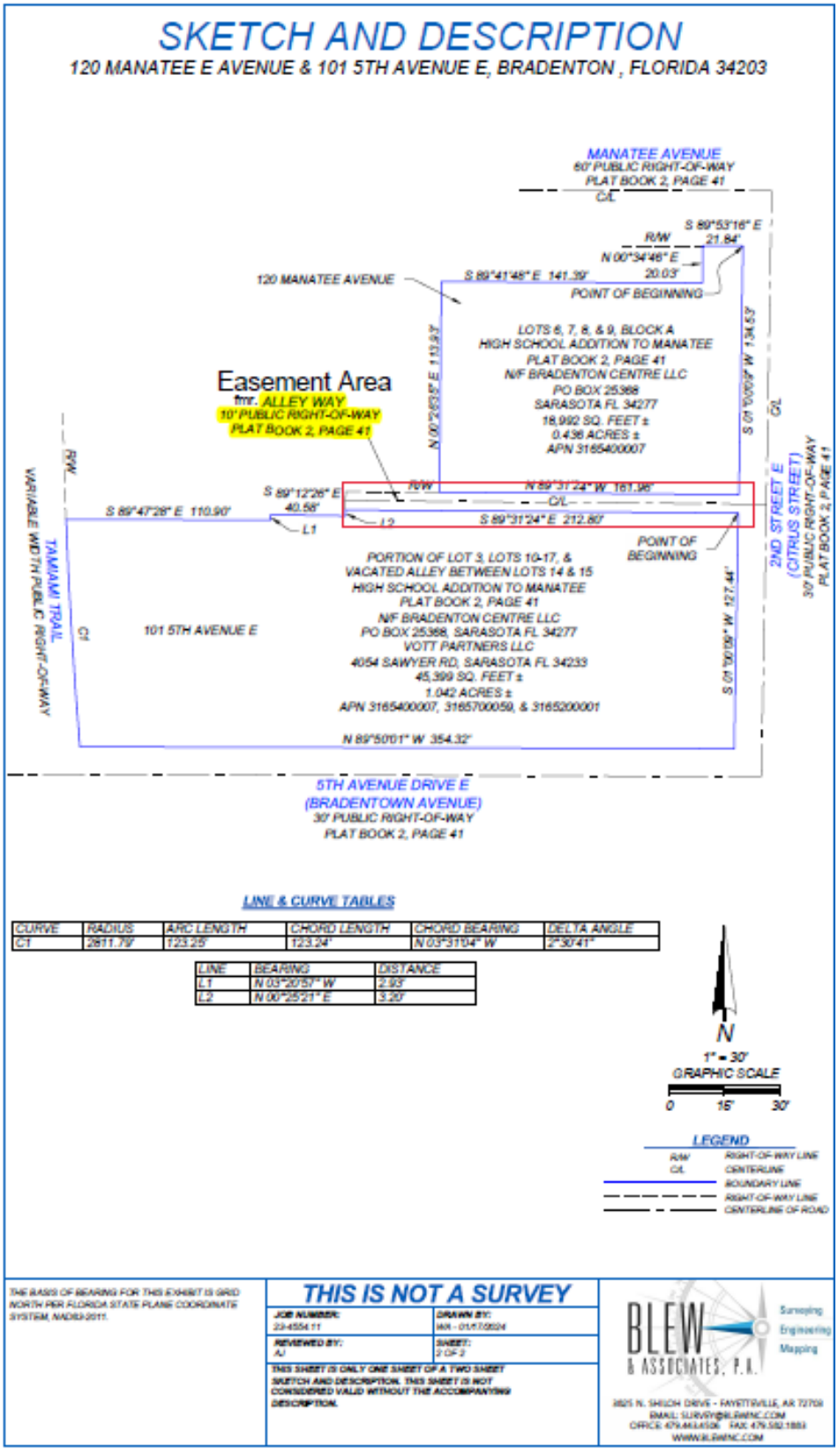
Legal Description of the Property

102 Manatee Avenue East:
LOTS 1,2, LOT 3 LESS S 30 FT, LOTS 4, 5; LOTS 6 & 7 LESS ST RD R/W, N 12 FT OF LOT 15, ALSO N 15 FT OF W 18 FT OF LOT 16, N 15 FT OF LOT 17, N 15 FT OF LOT 18 LESS THAT PORTION FOR H/W R/W FOR ST RD 55 BLK A HIGH SCHOOL ADD PI#31650.0000/5

120 Manatee Avenue East:
LOTS 8, 9, 10 & 11, BLK A, HIGH SCHOOL ADD, LESS H/W R/W FOR STATE RD NO 55; OFF OF LOT 9, SUBJ TO EASMT DESC IN OR 894 P 951 PI#31654.0000/7

113 5th Avenue Drive East:
LOTS 12, 13, 14 & 15 LESS THE N 12 FT OF LOT 15, BLK A HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDITION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF AND THAT VACATED ALLEY LYING BETWEEN LOTS 14 & 15, BLK A, HIGH SCHOOL SUBDIV A/K/A HIGH SCHOOL ADDISTION TO MANATEE ACCORDING TO THE PLAT THEREOF REC IN PB 2 PG 41 PRMCF (INST#202041096087) PI #31657.0005/9

EXHIBIT "B"


SKETCH AND DESCRIPTION
120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203
MANATEE AVENUE
60' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
C/L
S 89°53'16" E
21.84'
R/W
N 00°34'46" E
20.03'
120 MANATEE AVENUE
S 89°41'48" E 141.39'
POINT OF BEGINNING
LOTS 6, 7, 8, & 9, BLOCK A
HIGH SCHOOL ADDITION TO MANATEE
PLAT BOOK 2, PAGE 41
N/F BRADENTON CENTRE LLC
PO BOX 25368
SARASOTA FL 34277
18,992 SQ. FEET ±
0.436 ACRES ±
APN 3165400007
N 00°26'53" E 113.93'
S 01°00'09" W 134.53'
Easement Area
fmr. ALLEY WAY
10' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
R/W
S 89°12'26" E
40.56'
L1
L2
N 89°31'24" W 161.96'
C/L
S 89°31'24" E 212.80'
S 89°47'26" E 110.90'
POINT OF
BEGINNING
2ND STREET E
(CITRUS STREET)
30' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
PORTION OF LOT 3, LOTS 10-17, &
VACATED ALLEY BETWEEN LOTS 14 & 15
HIGH SCHOOL ADDITION TO MANATEE
PLAT BOOK 2, PAGE 41
N/F BRADENTON CENTRE LLC
PO BOX 25368, SARASOTA FL 34277
VOTT PARTNERS LLC
4054 SAWYER RD, SARASOTA FL 34233
45,399 SQ. FEET ±
1.042 ACRES ±
APN 3165400007, 3165700059, & 3165200001
S 01°00'09" W 127.44'
TAMIAMI TRAIL
VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
101 5TH AVENUE E
N 89°50'01" W 354.32'
5TH AVENUE DRIVE E
(BRADENTOWN AVENUE)
30' PUBLIC RIGHT-OF-WAY
PLAT BOOK 2, PAGE 41
LINE & CURVE TABLES
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 2811.79' | 123.25' | 123.24' | N 03°31'04" W | 2°30'41"
LINE | BEARING | DISTANCE
L1 | N 03°20'57" W | 2.93'
L2 | N 00°25'21" E | 3.20'
N
1" = 30'
GRAPHIC SCALE
0 15' 30'
LEGEND
R/W RIGHT-OF-WAY LINE
C/L CENTERLINE
BOUNDARY LINE
RIGHT-OF-WAY LINE
CENTERLINE OF ROAD
THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.
THIS IS NOT A SURVEY
JOB NUMBER: 23-4554.11
DRAWN BY: WR - 01/17/2024
REVIEWED BY: AJ
SHEET: 2 OF 2
THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.
BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE 479.443.4506 FAX 479.582.1883
WWW.BLEWINC.COM

PROPOSED VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN 89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

RECEIVED
AUG - 9 2024
CITY OF BRADENTON
PLANNING DEPT.

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

CONTACT INFORMATION (REQUIRED)

Name of Property Owner: Vott Partners LLC and Bradenton Centre LLC

Owner Address: 4054 Sawyer Rd., Sarasota 34233 Telephone: (941) 321-2828

Name of Agent: Bill Galvano, Esq., Grimes Galvano

Agent Address: 1023 Manatee Ave. W., Bradenton, FL 34205 Telephone: (941) 748-0151

Owner/Agent Email: bgalvano@grimesgalvano.com

PROPERTY INFORMATION (REQUIRED)

Property Address: 120 Manatee Ave. East and 113 5th Avenue East, Bradenton

Parcel ID: 3165400007, 3165700059 Acreage: 0.049

Zoning District: SD - Special District *click to view Zoning map

Future Land Use: UCBD *click to view FLU map

Ward #: 5 *click to view Ward map

Neighborhood #: 7003 *click to view Neighborhoods map

Indicate Type of Vacation Requested: (Right-of-Way) Easement (REQUIRED)

MATERIALS FOR REVIEW (REQUIRED)

Before submitting an application to the City of Bradenton, please check with the Planning & Community Development Department to verify all essential information for review is present. Incomplete applications will delay the review process.

- ▶ **Right-of-Way Vacation**
  - ° Right-of-Way Vacation Application Fee: $1,530
  - ° Letter of Request
  - ° Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - ° Legal Description of Right-of-Way to be Vacated
  - ° Property Survey (signed & sealed within the last 3 years)
  - ° One (1) electronic copy in pdf format of Application and all required support materials
- ▶ **Easement Vacation**
  - ° Easement Vacation Review Fee: $900.
  - ° Notarized Agent Authorization Form, if applicable
  - ° Letter of Request
  - ° Documentation of Approval from Public and Private Utilities (see page 2 for Public and Private Utilities contact list)
  - ° Legal Description of Easement to be Vacated
  - ° Property Survey (signed & sealed within the last 3 years)
  - ° One (1) electronic copy in pdf format of Application and all required support materials

The owner of this property and/or the undersigned agree to conform to all applicable laws of the City of Bradenton and to all applicable Federal, State, and County laws. (REQUIRED)

Signature of Owner/Applicant 2/19/24 Date

CITY STAFF ONLY

Application Fees:
Fee Required: **$1,530** (Right-of-Way Vacation) $900 (Easement Vacation)

FEE COLLECTED: $_____

RECEIPT #: _____

Application Sufficiency:
Sufficient: ☐
Incomplete: ☐ _____

APPLICATION #: 243327

CITY STAFF ONLY

CITY COUNCIL: _____
PLANNING COMMISSION: _____
DRC: _____
REVIEW DATES – TO BE COMPLETED BY CITY STAFF

bradenton
The Friendly City

Request to Vacate

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

RIGHT-OF-WAY PROCEDURES

RIGHT-OF-WAY VACATION

The Development Review Committee (DRC), Planning Commission, and City Council shall review a request for right-of-way vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review, and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the right-of-way to the appropriate owner(s). The vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

EASEMENT PROCEDURES

EASEMENT VACATION

The Development Review Committee (DRC) and City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

City Council may approve the vacation of an easement only with a favorable recommendation from the Director of Public Works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.

The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement to the appropriate owner(s).

UTILITIES CONTACT LIST

PUBLIC AND PRIVATE UTILITIES CHECKLIST

Approval from all public and private utility providers is required with submittal of an application for Easement or Right-of-Way Vacation. Please check the box(es) for those that apply and contact the following utility providers and supply documentation of their consent for vacation.

- [x] City of Bradenton
  Public Works & Utilities
  Jim McLellan, Director
  1411 9th Street West Bradenton, FL 34205
  941.708.6300

- [x] Florida Power and Light
  Greg Coker
  1253 12th Ave. E. Palmetto, FL 34221
  813.422.8232

- [ ] Frontier Communications
  Stephen Waidley, Regional Rights of Way & Municipal Affairs Manager
  1280 Cleveland Street, Clearwater, FL 33755
  941.266.9218

- [ ] Spectrum Communication
  Alex Fleming, Field Eng.
  5413 East State Road 64 Bradenton, FL 34203
  941.737.1352

- [ ] Comcast Cable
  Paul Brown, Manager, Construction SWFL
  PO Box 1178. Sarasota, FL 34230
  941.914.7844

- [x] Teco/Peoples Gas
  Alex Mcfarlane, Gas Design Tech
  Rep. 8261 Vico Ct. Sarasota, FL 34240
  813.275.3762

bradenton
The Friendly City

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 120 Manatee Ave. East and 113 5th Ave. Dr. East

I, Gary Kompothecras, manager of Vott Partners LLC and Bradenton Centre LLC, the registered property owner(s) of the above noted property, do hereby authorize

Bill Galvano, Esq. — Print Name of Agent
Grimes Galvano — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

6910 Pointe Rocks Rd Sarasota FL 34242
Signature of Owner(s) — Owner(s) Address (if different than property above)

1023 Manatee Ave W., Bradenton, FL 34205; (941) 748-0151
Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 19th day of February 2024 produced _____ respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Brenda Kay Sibert
Signature

Brenda Kay Sibert, Notary Public
Print Name

Notary Public State of Florida
Brenda Kay Sibert
My Commission HH 131385
Expires 06/17/2025

State of Florida
My Commission Expires: 06/17/2025

GRIMES GALVANO
Grimes Hawkins Gladfelter & Galvano, P.L.
Attorneys at Law | Est. 1922

Caleb J. Grimes
Jack Hawkins
Bill Galvano
Derin Parks
Kyle W. Grimes
Neil G. Taylor
Mitchell O. Palmer
Stephen R. Josephik
Chad Manausa
Gianna M. Tomeo

Of Counsel
Leslie Horton Gladfelter

March 14, 2024

Via Electronic Mail
Department of Planning & Community Development
101 Old Main Street
Bradenton, FL 34205
zoning@bradentonfl.gov
Planning@Bradentonfl.gov

Re: LETTER OF REQUEST
Right-of-Way Vacation
120 Manatee Avenue East, Bradenton (PID: 3165400007)
113 5th Avenue East, Bradenton (PID: 3165700059)

Good afternoon:

On behalf of our clients, Vott Partners LLC and Bradenton Centre LLC, we are submitting a Request to Vacate a 10' alley east to west from 2nd Street East toward US 41 in between 120 Manatee Avenue East and 113 5th Avenue East in the City of Bradenton. In support of this submittal, enclosed please find the following:

1. Request to Vacate with agent authorization;
2. Narrative of request;
3. Legal description of Right-of-Way to be vacated;
4. Approval from Utilities; and
5. Property Survey.

Thank you for your assistance in processing this application. Should you have any questions or concerns please do not hesitate to contact me.

Sincerely,

GRIMES GALVANO

By: _____
Bill Galvano, Esq.

REQUEST TO VACATE
NARRATIVE

Vott Partners LLC
Bradenton Centre LLC

The applicants, Vott Partners LLC and Bradenton Centre LLC (collectively, the "Applicant") are requesting right-of-way vacation of a 10' alley ("Alleyway") east to west from 2nd Street East toward US 41 in between 120 Manatee Avenue East and 113 5th Avenue East in the City of Bradenton. The Alleyway is legally described and depicted on the sketch and description included with this submittal. This request is consistent with the planned development of the Applicant's land adjacent to the existing ROW, which includes the construction of an automated carwash. Applicant is the owner of all parcels contiguous with the Alleyway to be vacated.

By way of background, the Property's Future Land Use Designation is Urban Central Business District (UCBD). Pursuant to Ordinance No. 3084, auto-oriented uses, specifically including but not limited to car washes, are permitted within the UCBD if "specifically authorized and approved by the City Council." On or about August 9, 2023 City Council approved Ordinance No. 4012, rezoning the subject Property to Special District ("SD"), which includes car wash as a permitted use. During the hearing, it was expressly indicated that the planned development of the site would be for an automated carwash.

Currently, the Applicant is processing a site plan which proposes incorporating the existing Alleyway into the project. However, the Applicant's site plan maintains appropriate access for the City to the existing dumpster behind the Starbucks property. A copy of the proposed site plan is included with this submittal.

With this submittal, please find the following documents:

1. Sketch and Descriptions:
    a. Applicant's Property
    b. Alleway
2. Agent Authorization:
    a. Vott Partners
    b. Bradenton Centre LLC

We look forward to speaking with you on this matter, should you have any questions, please do not hesitate to contact me.

Sincerely,

GRIMES GALVANO

By: _____
Bill Galvano, Esq.

2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
stephen.waidley@ftr.com

10/31/2024

Attn: Abed Suwaity
Physicians Group
abed.suwaity@physiciansgrouping.com
Direct: 941.263.1084
Cell: 941.232.1750

RE: Vacation of Alley – Between 120 Manatee Ave E & 101 5th Ave E, Bradenton (Happy Frog Car Wash)

Dear Abed,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

SKETCH AND DESCRIPTION

VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN N89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.12	**DRAWN BY:** JCH - 02/01/2024
REVIEWED BY: JCH	**SHEET:** 1 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING SKETCH.

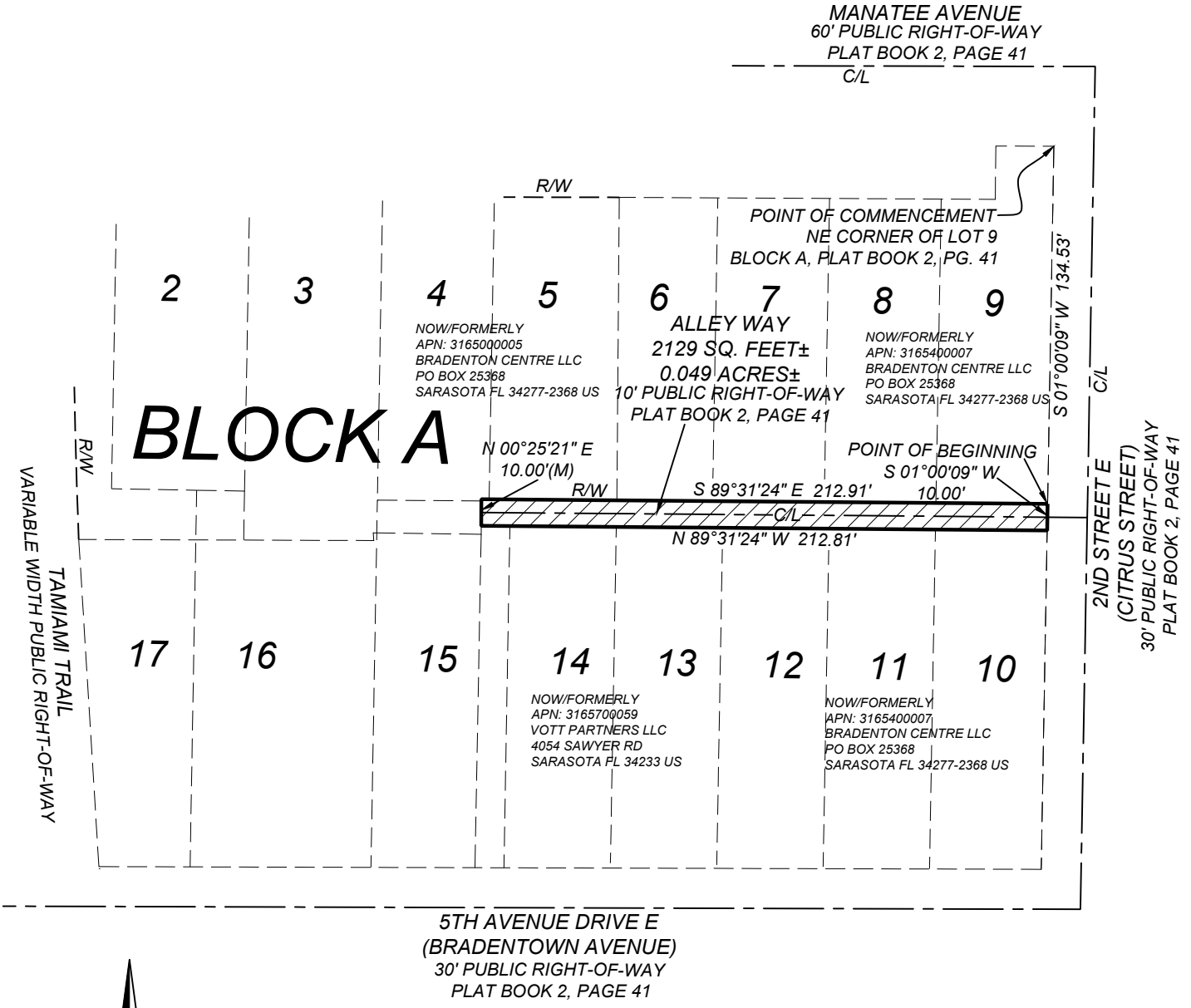
PETER G. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER NO. LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

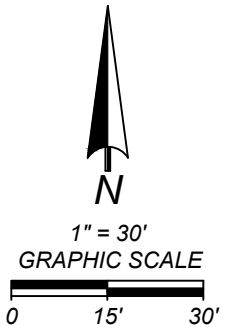
BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203





LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROAD

THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.12	**DRAWN BY:** JCH - 02/01/2024
REVIEWED BY: JCH	**SHEET:** 2 OF 2

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CITY OF BRADENTON
Public Works & Utilities Department
1411 9th Street West
Bradenton, Florida 34205
(941) 708-6300
bradenton.com

Gene Brown
Mayor

Jayne Kocher
Ward 1

Marianne Barnebey
Ward 2

Josh Cramer
Ward 3

Lisa Gonzalez Moore
Ward 4

Pam Coachman
Ward 5

September 11, 2024

Bill Galvano, Esq., Grimes Galvano

RE: Request to Vacate
Happy Frog Carwash
Letter of No Objection

Dear Mr. Galvano:

The City of Bradenton, Department of Public Works and Utilities, is in receipt of your Request to Vacate a 10-foot-wide alley located between properties located at 102 Manatee Avenue East, 120 Manatee Avenue East, and 113 5th Avenue Drive East in Bradenton, parcels #s 3165400007, and 3165700059. The proposed vacation is approximately 2,129 sq. ft. or 0.049 acres in size. The specific alley right-of-way (ROW) to be vacated is shown on the attached sketch, with corresponding survey/legal descriptions for the portion of the alley to be vacated.

We have reviewed our utility maps and other related records related to this area and find that the City of Bradenton does not have any current or proposed utilities within the existing easement. Accordingly, the City of Bradenton, Department of Public Works and Utilities, has no objection to and does hereby acknowledge the consent to vacate the described alley ROW.

At the same time, it is to be acknowledged that the applicant will be required to record a new Utility Easement, 10-foot wide, protecting the existing facilities on site, as requested by Florida Power and Light (FPL).

Sincerely,

Kim Clayback, P.E.
Public Works and Utilities

Cc: Rob Perry, City Administrator
Corey Fortin, Office of Policy, Procedure, and Real Property
Irvin Lee, PE, Director of Public Works and Utilities
Robin Singer, Director of Planning and Community Development

Charter Spectrum

Construction Dept:
5413 E State Rd 64
Bradenton, FL 34208

RELEASE OF EASEMENT REVIEW SHEET

Please review attached information, making comments that pertain to your agency

Property Address: 101 5th Ave. Dr. E Bradenton FL. 34208 & 120 Manatee Ave. E

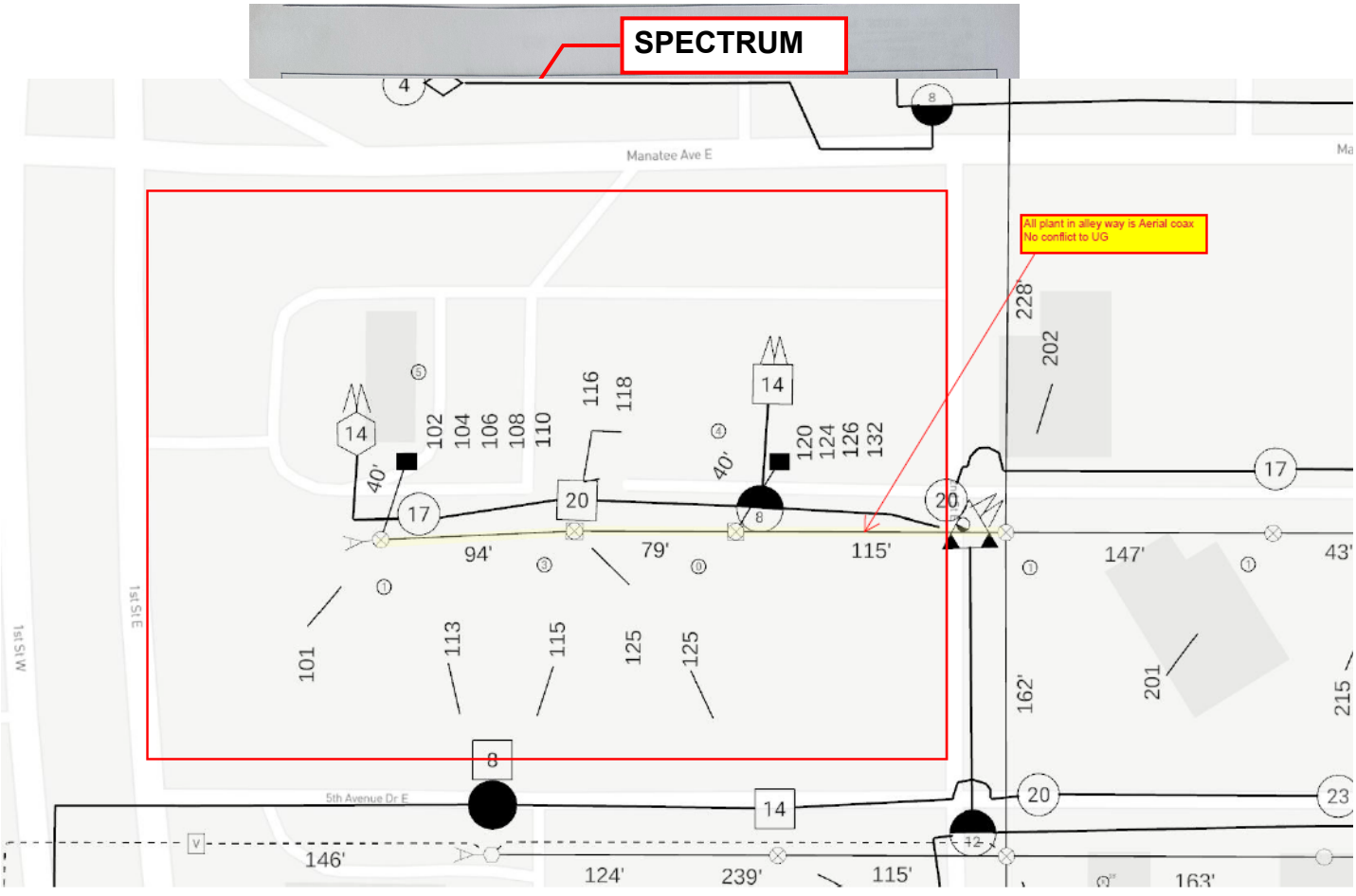
Reviewing Agency: SPECTRUM/CHARTER Reviewed By: David Schisler Date: 8.19.24

1. Do you have facilities within the easement to be released?
( ) YES (X) NO
COMMENTS: All Plant is aerial on FPL poles If FPL sets new poles we can transfer as necessary, no UG plant inarea that is known

2. Will subject Easement be needed in the future?
( ) YES (X) NO
COMMENTS:

3. If facilities occupy the Easement to be released, is it possible to have them relocated at the petitioner's expense if they so desire?
(X) YES ( ) NO
Contact Person:
Phone No.
COMMENTS:

4. Do you object to this easement release?
( ) YES (X) NO
COMMENTS:



February 22,2024

City of Bradenton
101 Old Main St
Bradenton FL 34205

RE: 101 5TH AVENUE E, BRADENTON , FLORIDA 34203
120 MANATEE E AVENUE, BRADENTON , FLORIDA 34203

To Whom it May Concern,

TECO Peoples Gas has no objection to proposed easement vacation. We have no facilities within referenced easement.

If you have any questions or need additional information, please contact me at (813)275-3762 or amfarlane@tecoenergy.com.

Sincerely,

Alex McFarlane
Project Manager

TECO ENERGY
AN EMERA COMPANY

TECO Peoples Gas
8416 Palm River Road, Tampa, FL 33619

Florida Power & Light Company, 5657 Mcintosh Rd, Sarasota, FL 34212
Phone: 941-927-4262, Fax: n/a

August 1, 2024

Abed Suwaity
Physicians Group Inc
M: 941.232.1750
Abed.Suwaity@physiciansgroupinc.com
Bradenton, FL, 34212

Dear Abed Suwaity,

This letter is in response to your request for the release of a platted road right-of-way.

In meeting with your request, FPL has no objection to releasing our rights in the road right-of-way known as "ALLEY WAY" in Plat Book 2, Page 41 of the Public records of Manatee County County .

The release is restricted to the following description: An easement is recorded with the Manatee County Clerk of Courts to be used by FPL in an effort to protect the existing facilities on site.

Should you have any questions or concerns, please do not hesitate to contact Ray Vargas at 941-927-4262.

Sincerely,

Ray Vargas
Engineering Lead

RETURN TO:
Cameron Crenshaw
Florida Power & Light Company
1777 Tamiami Trail, Suite 501
Port Charlotte, FL 33948

AGREEMENT TO GRANT EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, the undersigned has applied to the City of Bradenton, Florida, for the vacation of a certain street or alley, as shown on the High School Addition to Manatee, a Subdivision, as recorded in Plat Book 2, Page 41 of the Public Records of Manatee County, Florida in, on and under which said street or alley there exists structures and facilities owned by Florida Power & Light Company, a Florida corporation ("FPL"); and

WHEREAS, FPL is willing to waive any objection to the application of the undersigned for such street or alley vacation provided that the undersigned grants to FPL an easement on its usual form permitting FPL to utilize and occupy the area presently occupied by FPL's structures and facilities; and

WHEREAS, the undersigned is willing to grant to FPL such easement as soon as the undersigned has a valid legal right to do so and the undersigned is desirous of binding himself or itself to the ultimate grant of such easement;

NOW, THEREFORE, in consideration of the aforesaid premises, the waiver of objection, as aforesaid, by FPL, and the sum of One Dollar ($1.00) and other good and valuable considerations, the undersigned, intending to bind himself or itself, and his or its heirs, personal representatives, successor and assigns, does hereby agree to and for the benefit of FPL and its successors and assigns, as follows:

1. Immediately upon the legal effectuation of the vacation of the aforementioned street or alley and the vesting of legal title therein and thereto in the undersigned, the undersigned shall execute and deliver an easement to FPL and its successors and assigns in form and substance as appears on the easement instrument designated as Exhibit "1" attached hereto and by this reference made a part hereof.

2. No additional consideration, either monetary or non-monetary, shall be required of FPL for the execution and delivery by the undersigned of said easement.

3. In the event the undersigned shall fail to execute and deliver said easement, as aforesaid, FPL shall, without notice or demand of the undersigned, (a) be entitled to record this Agreement among the Public Records of Manatee County, Florida, in order to evidence its interest in said vacated street or alley and its right to continue to occupy the same with its structures and facilities, including the right to reconstruct, inspect, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove or relocate such structures or facilities or any part of the same, and (b) be entitled to bring an action against the undersigned for specific performance of the undersigned's agreement to execute and deliver said easement and the undersigned agrees to pay all court costs and attorneys' fees incurred by FPL in the bringing and prosecution of said action for specific performance.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the ___day of June, 2024.

Signed, sealed and delivered
in the presence of:

Grantor:

_____ _____
Print Name: _____ Print Name: _____
Address: _____

_____ _____
Print Name: _____ Print Name: _____
Address: _____

ACKNOWLEDGMENT

STATE OF FLORIDA)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ Physical Presence or ☐ online notarization, this _____ day of _____, 2024 by_____, as _____of _____, on behalf of the _____.

(NOTARIAL SEAL)

Notary: _____
Print Name:_____
Notary Public, State of _____
My commission expires:_____

☐ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced_____

j:\jlmrlest\forms\agre-grt.eas

Work Request No. 13204259

Sec. 25, Twp 34 S, Rge 17 E

Parcel I.D. ____
(Maintained by County Appraiser)

Form 3722 (Stocked) Rev. 6/11

EASEMENT (BUSINESS)

This Instrument Prepared By

Name: Carey McCoy
Co. Name: Florida Power & Light Co
Address: 1253 12th Ave E
Palmetto, FL 34221

pg 1 of 2.

Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns ("FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

Together with the right to permit FPL to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for FPL's communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on June 28th, 2024

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name: William Galvano
(Witness)

Katherine M. Morrissey
(Witness' Signature)

Print Name: Katherine M. Morrissey
(Witness)

Entity name Bradenton Centre, LLC

By: _____

Print Name: Gary Kompothecras

Print Address: 14045 Sawyer Rd
Sarasota, FL 34236

STATE OF Florida AND COUNTY OF Manatee. The foregoing instrument was acknowledged before me this 28th day of June, 2024 by Gary Kompothecras, the Manager of Bradenton Centre FL LLC, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

My Commission Expires:

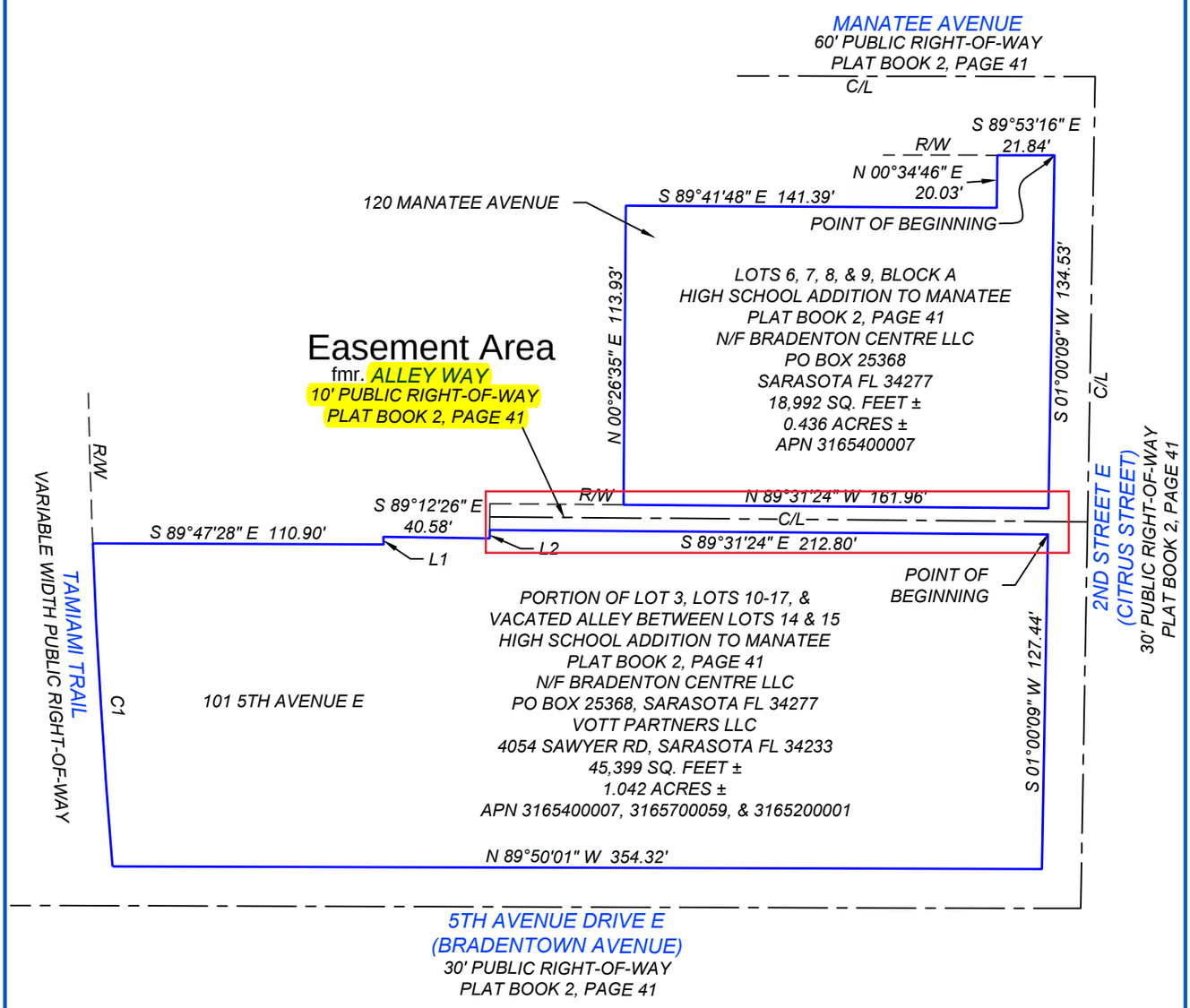
Notary Public State of Florida
Katherine M Morrissey
My Commission HH 017316
Expires 10/25/2024

Katherine M. Morrissey
Notary Public, Signature

Print Name Katherine M Morrissey

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



LINE & CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2811.79'	123.25'	123.24'	N 03°31'04" W	2°30'41"

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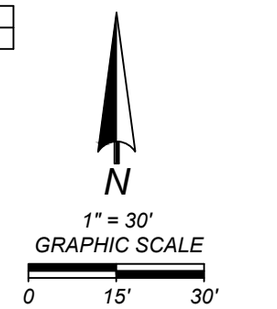

LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
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THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 2 OF 2

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Work Request No. 13204259

Sec.25, Twp 34 S, Rge 17 E

Parcel I.D.____
(Maintained by County Appraiser)

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This Instrument Prepared By

Name: Carey McCoy
Co. Name: Florida Power & Light Co
Address: 1253 12th Ave E
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IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20__.

Signed, sealed and delivered in the presence of:

_____
(Witness' Signature)

Print Name: _____
(Witness)

_____
(Witness' Signature)

Print Name: _____
(Witness)

Entity name

By: _____

Print Name: _____

Print Address: _____

_____

STATE OF _____ AND COUNTY OF _____. The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____, the _____ of _____ a _____, who is personally known to me or has produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)

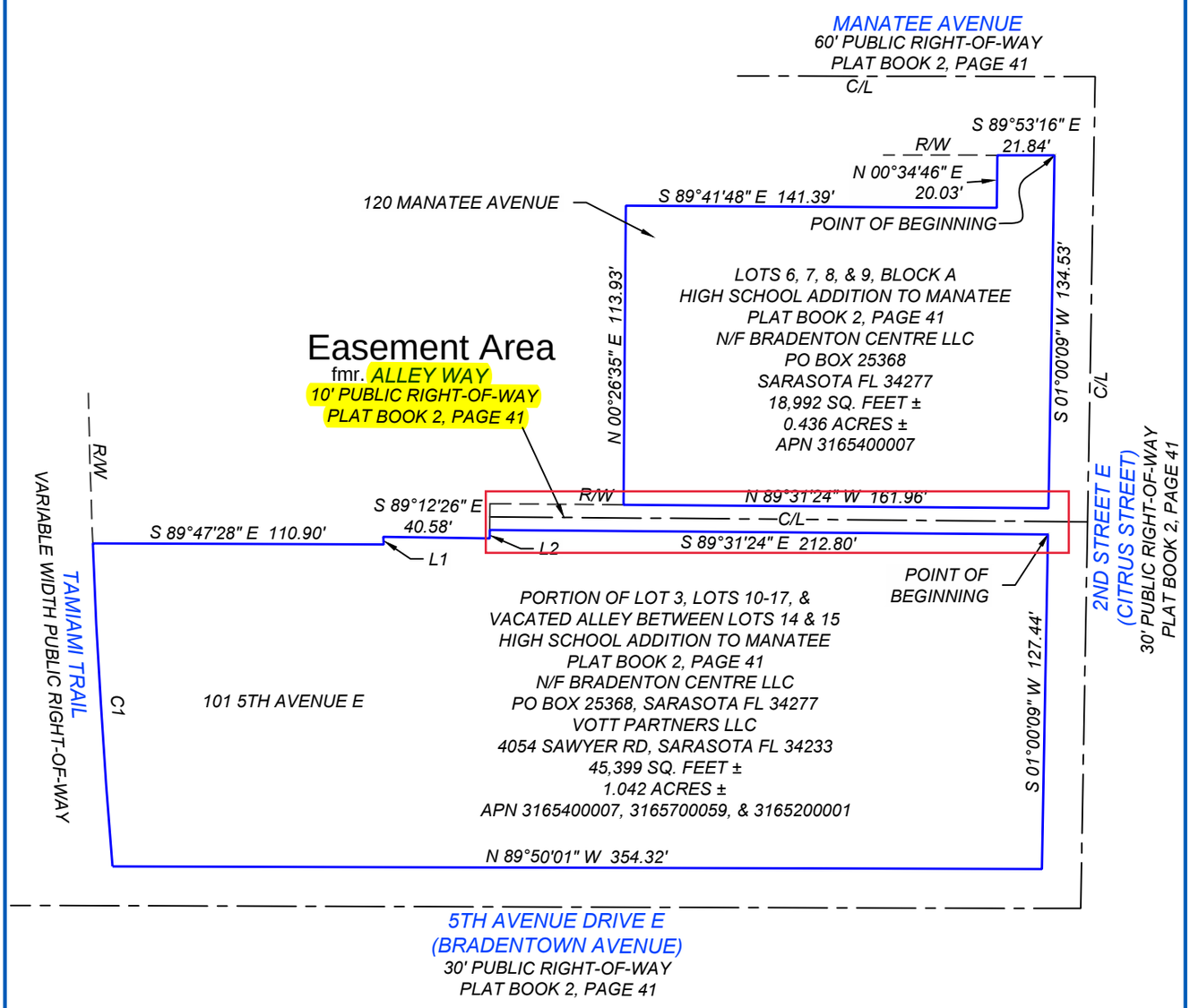
My Commission Expires:

_____
Notary Public, Signature

Print Name _____

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



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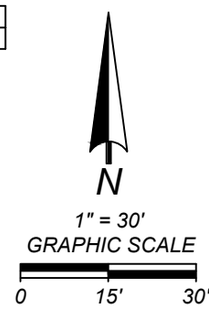

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C/L	CENTERLINE
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SKETCH AND DESCRIPTION

PROPOSED VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN 89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

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REVIEWED BY: JCH	**SHEET:** 1 OF 2

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PROFESSIONAL SURVEYOR & MAPPER NO. LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

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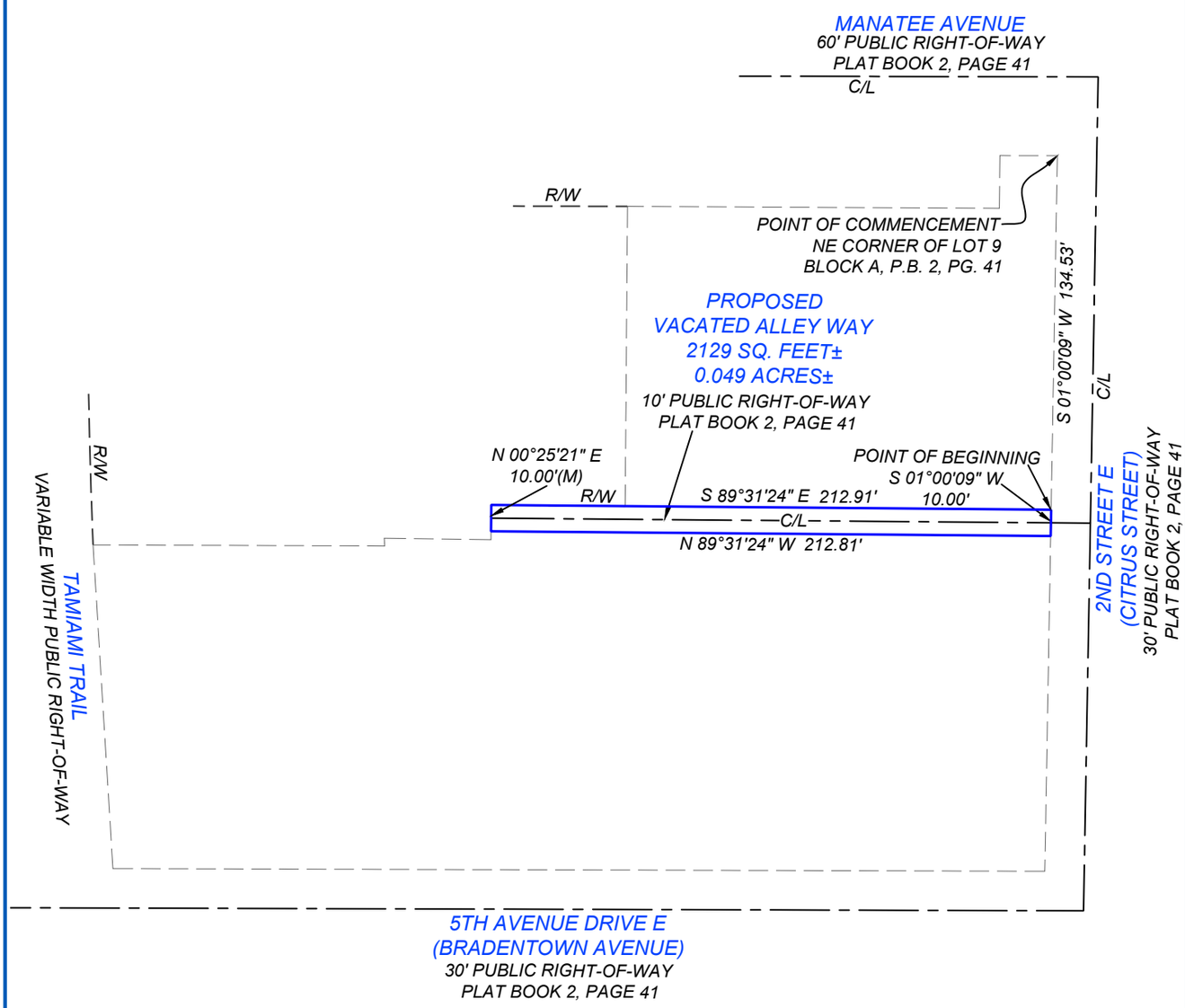

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LINE	BEARING	DISTANCE
L1	N 03°20'57" W	2.93'
L2	N 00°25'21" E	3.20'

N

1" = 30'
GRAPHIC SCALE

0 15' 30'

LEGEND

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SKETCH AND DESCRIPTION

120 MANATEE E AVENUE, BRADENTON , FLORIDA 34203

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING A PORTION OF LOTS 6, 7, 8, AND 9, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 9, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO POINT; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG THE NORTHERLY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) RUN N 89°31'24" W A DISTANCE OF 161.96 FEET TO A POINT; THENCE DEPARTING SAID ALLEY RUN N 00°26'35" E A DISTANCE OF 113.93 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF MANATEE AVENUE; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) CALLS: 1) THENCE S 89°41'48" E A DISTANCE OF 141.39 FEET TO A POINT; 2) THENCE N 00°34'46" E A DISTANCE OF 20.03 FEET TO A POINT; 3) THENCE S 89°53'16" E A DISTANCE OF 21.84 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING AN AREA OF 0.436 ACRES (18992 SQUARE FEET), MORE OR LESS.

101 5TH AVENUE E, BRADENTON , FLORIDA 34203

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING A PORTION OF LOT 3 AND LOTS 10 THROUGH 17, AS WELL AS THE VACATED ALLEY BETWEEN LOTS 14 AND 15, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 127.44 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 5TH (FIFTH) AVENUE EAST (BRADENTOWN AVENUE PER PLAT); THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE AND ALONG SAID NORTHERLY RIGHT OF WAY LINE RUN N 89°50'01" W A DISTANCE OF 354.32 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF SOUTH TAMIAMI TRAIL; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY AND WITH A CURVE TO THE RIGHT WITH AN ARC LENGTH OF 123.25 FEET, A RADIUS OF 2811.79 FEET, A CHORD BEARING OF N 03°31'04" W, AND A CHORD LENGTH OF 123.24 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY RUN S 89°47'28" E A DISTANCE OF 110.90 FEET; THENCE N 03°20'57" W A DISTANCE OF 2.93 FEET; THENCE S 89°12'26" E A DISTANCE OF 40.58 FEET; THENCE N 00°25'21" E A DISTANCE OF 3.20 FEET TO A POINT ON AN UNNAMED ALLEY (10 FEET WIDE PER PLAT); THENCE ALONG THE SOUTH LINE OF SAID ALLEY RUN S 89°31'24" E A DISTANCE OF 212.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL HAVING AN AREA OF 1.042 ACRES (45,399 SQUARE FEET), MORE OR LESS.



THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 1 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING SKETCH.

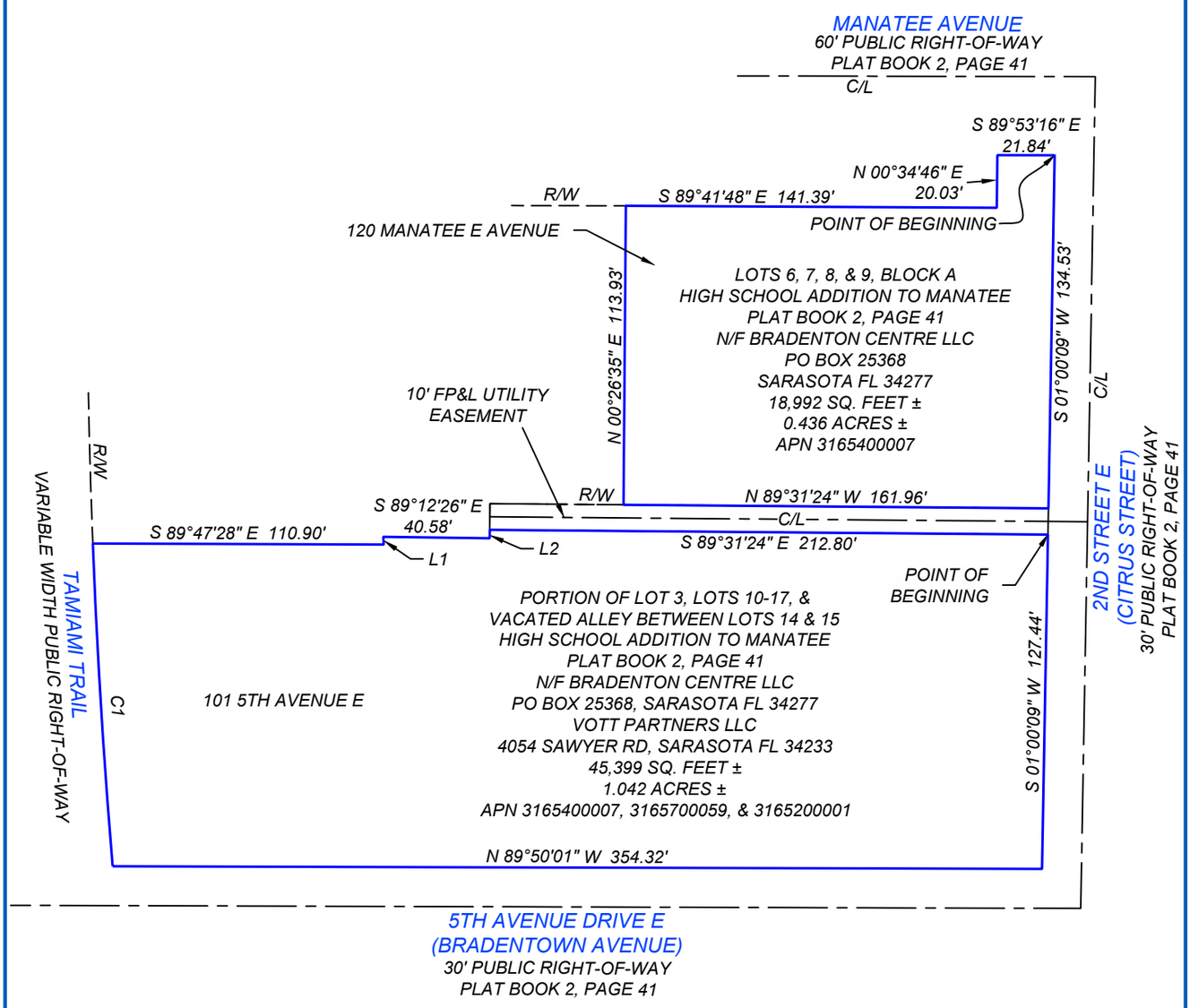
PETER G. JOHNSON
PROFESSIONAL SURVEYOR & MAPPER NO. LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping

3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SKETCH AND DESCRIPTION

120 MANATEE E AVENUE & 101 5TH AVENUE E, BRADENTON , FLORIDA 34203



LINE & CURVE TABLES

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	2811.79'	123.25'	123.24'	N 03°31'04" W	2°30'41"

LINE	BEARING	DISTANCE
L1	N 03°20'57" W	2.93'
L2	N 00°25'21" E	3.20'

N

1" = 30'
GRAPHIC SCALE

0 15' 30'

PETER G. JOHNSON
LICENSE NUMBER
5913
STATE OF
FLORIDA
Professional Surveyor and Mapper

LEGEND

R/W	RIGHT-OF-WAY LINE
C/L	CENTERLINE
	BOUNDARY LINE
	RIGHT-OF-WAY LINE
	CENTERLINE OF ROAD
	EASEMENT LINE

THE BASIS OF BEARING FOR THIS EXHIBIT IS GRID NORTH PER FLORIDA STATE PLANE COORDINATE SYSTEM, NAD83-2011.

THIS IS NOT A SURVEY

JOB NUMBER: 23-4554.11	**DRAWN BY:** WA - 01/17/2024
REVIEWED BY: AJ	**SHEET:** 2 OF 2

THIS SHEET IS ONLY ONE SHEET OF A TWO SHEET SKETCH AND DESCRIPTION. THIS SHEET IS NOT CONSIDERED VALID WITHOUT THE ACCOMPANYING DESCRIPTION.

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ALTA/NSPS LAND TITLE SURVEY

101 & 113 5TH AVENUE DRIVE EAST, 120 MANATEE AVENUE EAST, AND 126 5TH AVENUE EAST,

LOCATED IN: SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST

BRADENTON, MANATEE COUNTY, FLORIDA 34208

SITE INFORMATION

N/F: OWNERS: BRADENTON CENTRE, LLC & VOTT PARTNERS LLC
ADDRESSES: 101 & 113 5TH AVE DR E, 120 MANATEE AVE E,
AND 126 5TH AVE E, BRADENTON, FL 34208
APN'S: 3165200001, 3165700059, 3165400007, 3174200000, 3174300008, 3174500003, & 3174400006
95,745 ± SQUARE FEET, OR 2.198 ± ACRES

TITLE SEARCH INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY TITLE SEARCH REPORT, ORT FILE NO. 23074907, WITH AN EFFECTIVE DATE OF JULY 5, 2023 AT 8:00 A.M.

SCHEDULE A DESCRIPTION

Parcel 1:

Lots 1, 2 and Lot 3, less the South 30 feet of Lot 3, Lots 4, 5, 6 and 7, less State Road Right-of-Way; the North 12 feet of Lot 15, also the North 15 feet of the West 18 feet of Lot 16; the North 15 feet of Lot 17, and the North 15 feet of Lot 18, less that portion for highway right-of-way for State Road 55, of Block A, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

Lying and being in Section 25, Township 34, South, Range 17 East, Manatee County, Florida.

Together with:

Lots 8, 9, 10 and 11, Block A, HIGH SCHOOL ADDITION, less highway right-of-way for State Road 55 off of Lots 8 and 9, High School Subdivision a/k/a High School Addition to Manatee, according to the plat thereof recorded in Plat book 2, Page 41, of the Public Records of Manatee County, Florida.

Lying and being in Section 25, Township 34 South, Range 17 East, Manatee County, Florida.

Parcel 2:

The South 30 feet of Lot 3, Block A, HIGH SCHOOL ADDITION; Lot 16, less the North 15 feet of the West 18 feet; Lot 17, less the North 15 feet thereof, and also less that part of Lot 17 taken by State Road 55 within 53 feet of the center line of State Road 55; also Lot 18 less the North 15 feet thereof and also less Highway right-of-way for State Road 55; Block A, HIGH SCHOOL ADDITION, as per plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

Parcel 3:

Lots 12, 13, 14, and 15, less the North 12 feet of Lot 15, Block A, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida and that vacated alley lying between Lots 14 and 15, Block A, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

And

Lot 8 and the East half of Lot 7, Block I, HIGH SCHOOL SUBDIVISION a/k/a HIGH SCHOOL ADDITION TO MANATEE, according to the plat thereof recorded in Plat Book 2, Page 41, of the Public Records of Manatee County, Florida.

All of the above lands lying and being in Section 25, Township 34, South, Range 17 East, Manatee County, Florida.

NOTES CORRESPONDING TO SCHEDULE B

(8) — *UNRECORDED LEASE BY AND BETWEEN BRADENTON CENTRE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND STARBUCKS CORPORATION, A WASHINGTON CORPORATION DATED DECEMBER 10, 2007, AMENDED BY FIRST AMENDMENT DATED AUGUST 4, 2008, AS EVIDENCED BY MEMORANDUM OF LEASE RECORDED IN O.R. BOOK 2275, PAGE 3319, TOGETHER WITH SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED IN O.R. INSTRUMENT NO. 202041031714, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (AS TO PARCEL 1)*
(AFFECTS, PLOTTED AS SHOWN)

(9) — *FENCE WAIVER WITH THE CITY OF BRADENTON AS RECORDED IN O.R. BOOK 2307, PAGE 5537, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA. (AS TO PARCEL 2)*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

(11) — *ALL MATTERS CONTAINED ON THE PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.*
(AFFECTS, CONTAINS NO PLOTTABLE EASEMENT ITEMS)

PARKING INFORMATION

REGULAR= 20
HANDICAP= 1
TOTAL= 21

FLOOD ZONE INFORMATION

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS IN ZONE "X" OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NOS. 12081C0302F & 12081C0306F, WHICH BOTH BEAR AN EFFECTIVE DATE OF 08/10/2021 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.

ZONE "X" - AREA OF MINIMAL FLOOD HAZARD, USUALLY DEPICTED ON FIRMS AS ABOVE THE 500-YEAR FLOOD LEVEL. ZONE "X" IS THE AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOOD AND PROTECTED BY LEVEE FROM 100-YEAR FLOOD.

BASIS OF BEARING

THE BASIS OF BEARING OF THIS SURVEY IS GRID NORTH BASED ON THE NORTH LINE OF THE SUBJECT PROPERTY, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF MANATEE AVENUE EAST. THE BEARING IS DENOTED AS S 89°41'48" E PER GPS COORDINATE OBSERVATIONS FLORIDA STATE PLANE, WEST ZONE NAD83.
LATITUDE = 27°29'40.4519"
LONGITUDE = -82°33'44.9229"
CONVERGENCE ANGLE = -00°15'34.86"

SIGNIFICANT OBSERVATIONS

NONE OBSERVED AT THE TIME OF THE ALTA/NSPS SURVEY.

UTILITY INFORMATION

THE UTILITIES SHOWN ON THIS DRAWING HEREON HAVE BEEN LOCATED BY FIELD MEASUREMENTS, UTILITY MAP DRAWINGS, AND 811 DIG UTILITY LOCATE REQUEST. BLEW AND ASSOCIATES MAKES NO WARRANTY TO THE EXACT LOCATION OF ANY UNDERGROUND UTILITIES SHOWN OR NOT SHOWN ON THIS DRAWING. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ANY AND ALL UTILITIES PRIOR TO CONSTRUCTION. TICKET NUMBERS: 198304154, 198304962, & 198305024

COMPANY	*RESPONSE*
CHARTER COMMUNICATIONS	*CLEAR NO FACILITIES*
CITY OF BRADENTON	*MARKED*
CROWN CASTLE NG	*CLEAR NO FACILITIES*
FLORIDA POWER & LIGHT--MANATEE	*CLEAR NO FACILITIES*
FRONTIER COMMUNICATIONS	*CLEAR NO FACILITIES*
MANATEE COUNTY TRANSPORTATION DEPARTMENT	*ACTIVE FACILITIES ARE PRESENT*
MANATEE COUNTY UTILITY OPERATIONS	*ACTIVE FACILITIES ARE PRESENT*
MCI	*UNMARKED*
TECO PEOPLES GAS- SARASOTA	*CLEAR NO FACILITIES*
UNITI FIBER LLC	*CLEAR NO FACILITIES*
ZAYO GROUP / FORMERLY LIGHTWAVE, LLC	*CLEAR NO FACILITIES*

ZONING INFORMATION

PROPERTY IS CURRENTLY ZONED:
AWAITING ZONING REPORT

ITEM	*REQUIRED*	*OBSERVED*
PERMITTED USE		*COMMERCIAL / VACANT*
MIN. LOT AREA		*95,745 SQ. FT.*
MIN. LOT WIDTH		*60.00'*
MAX. BLDG COVERAGE		*1.8%±*
MIN. SETBACKS FRONT		*29.5'*
MIN. SETBACKS SIDE		*87.5'*
MIN. SETBACKS REAR		*26.5'*
MAX. BUILDING HEIGHT		*20.6'*
PARKING REGULAR		*20*
PARKING HANDICAP		*1*
PARKING TOTAL		*21*

PARKING INFORMATION:

NOTES:
Because there may be a need for interpretation of the applicable zoning codes, we refer you to Manatee County for zoning laws and applicable codes.

ZONING PROVIDED BY:

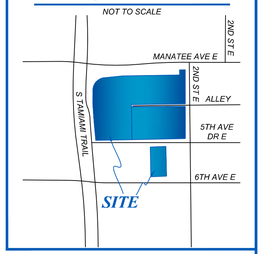
SEE SHEET 2 OF 2 FOR THE ALTA SURVEY DRAWING

GENERAL NOTES

1. *SOME FEATURES SHOWN ON THIS PLAT MAY BE SHOWN OUT OF SCALE FOR CLARITY.*
2. *DIMENSIONS ON THIS PLAT ARE EXPRESSED IN FEET AND DECIMAL PARTS THEREOF UNLESS OTHERWISE NOTED. MONUMENTS WERE FOUND AT POINTS WHERE INDICATED.*
3. *IN REGARD TO ALTA/NSPS TABLE A ITEM 16, THERE WAS NO OBSERVABLE EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR ADDITIONS EXCEPT AS SHOWN HEREON.*
4. *IN REGARD TO ALTA/NSPS TABLE A ITEM 17, THERE WERE NO KNOWN PROPOSED CHANGES IN RIGHT OF WAY LINES, RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS EXCEPT AS SHOWN HEREON.*
5. *AT THE TIME OF THE ALTA/NSPS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A SOLID WASTE DUMP, SUMP, OR SANITARY LANDFILL.*
6. *AT THE TIME OF THE ALTA/NSPS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF SITE USE AS A CEMETERY, ISOLATED GRAVE SITE OR BURIAL GROUNDS.*
7. *COMPLETED FIELD WORK WAS AUGUST 20, 2023.*
8. *THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.*
9. *THE NEAREST INTERSECTING STREET IS THE INTERSECTION OF 5TH AVENUE DRIVE EAST AND 2ND STREET EAST, WHICH IS LOCATED AT THE SOUTHEAST CORNER OF THE SUBJECT PROPERTY.*
10. *THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO MANATEE AVENUE EAST, 2ND STREET EAST, 5TH AVENUE DRIVE EAST, SOUTH TAMIAMI TRAIL, AND AN ALLEY, ALL BEING A PUBLICLY DEDICATED RIGHTS-OF-WAY.*
11. *EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS WHICH WERE VISIBLE AT THE TIME OF SURVEY; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTIONS OR OTHER LAND USE REGULATIONS; AND ANY OTHER FACTS WHICH AN ACCURATE TITLE SEARCH MAY DISCLOSE.*
12. *NO SURVEYOR OR ANY OTHER PERSON OTHER THAN A LICENSED FLORIDA ATTORNEY MAY PROVIDE LEGAL ADVICE CONCERNING THE STATUS OF TITLE TO THE PROPERTY DESCRIBED IN THIS SURVEY ("THE SUBJECT PROPERTY"). THE PURPOSE OF THIS SURVEY, AND THE COMMENTS RELATED TO THE SCHEDULE B-II EXCEPTIONS, IS ONLY TO SHOW THE LOCATION OF BOUNDARIES AND PHYSICAL OBJECTIONS IN RELATION THERETO. TO THE EXTENT THAT THE SURVEY INDICATES THAT THE LEGAL INSTRUMENT "AFFECTS" THE SUBJECT PROPERTY, SUCH STATEMENT IS ONLY INTENDED TO INDICATE THAT PROPERTY BOUNDARIES INCLUDED IN SUCH INSTRUMENT INCLUDE SOME OR ALL OF THE SUBJECT PROPERTY. THE SURVEYOR DOES NOT PURPORT TO DESCRIBE HOW SUCH INSTRUMENT AFFECTS THE SUBJECT PROPERTY OR THE ENFORCEABILITY OR LEGAL CONSEQUENCES OF SUCH INSTRUMENT.*
13. *NAMES AND ADDRESSES OF ADJOINING PROPERTY OWNERS WERE TAKEN FROM MANATEE COUNTY GIS.*
14. *THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.*
15. *ELEVATIONS ESTABLISHED WITH GPS OBSERVATIONS UTILIZING THE NATIONAL GEODETIC SURVEY (NGS) NETWORK WITH ORIGINATING BENCHMARK NGS PID: DO6888, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE 1' INTERVALS*
PID: DO6888
PUBLISHED ELEVATION: 13.83'
MONUMENT DESCRIPTION: ALUMINUM ALLOY ROD W/O SLEEVE

VICINITY MAP

NOT TO SCALE



SURVEYOR'S CERTIFICATE

TO: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6A, 6B, 7A, 7B1, 7C, 8, 9, 11A, 13, 14, 15, 16, AND 17 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 08/20/2023.

DATE OF PLAT OR MAP: 08/21/2023

PETER G. JOHNSON
LICENSE NUMBER
5913
STATE OF FLORIDA
Professional Surveyor and Mapper

PETER G. JOHNSON
PROFESSIONAL SURVEYOR AND MAPPER LS5913
STATE OF FLORIDA
FLORIDA C.O.A. LB8173

DATE	*REVISION HISTORY*	*BY*

BLEW & ASSOCIATES, P.A.
Surveying
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3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: *23-4554*	***SURVEY DRAWN BY:*** *AK - 08/21/2023*
SURVEY REVIEWED BY: *LT*	***SHEET:*** *1 OF 2*

ALTA/NSPS LAND TITLE SURVEY

TREE TABLE

TAG	TRUNK	TREE TYPE
T1	18"	PALM
T2	13"	PALM
T3	12"	PALM
T4	12"	PALM
T5	17"	PALM
T6	20"	PALM
T7	15"	PALM
T8	13"	PALM
T9	54"	ELM
T10	13"	PALM
T11	12"	PALM
T12	14"	PALM
T13	12"	PALM
T14	10"	PALM
T15	11"	PALM
T16	12"	PALM
T17	12"	OAK
T18	18"	COASTAL LIVE OAK
T19	19"	COASTAL LIVE OAK
T20	16"	COASTAL LIVE OAK
T21	12"	PALM
T22	8"	POPLAR
T23	8"	POPLAR
T24	24"	COASTAL LIVE OAK
T25	12"	POPLAR
T26	22"	COASTAL LIVE OAK
T27	42"	COASTAL LIVE OAK
T28	9"	COASTAL LIVE OAK
T29	12"	COASTAL LIVE OAK
T30	12"	POPLAR
T31	8"	POPLAR
T32	9"	POPLAR
T33	40"	COASTAL LIVE OAK
T34	30"	COASTAL LIVE OAK
T35	25"	BUDDHIST PINE
T36	8"	JUNIPER
T37	8"	JUNIPER
T38	14"	DOGWOOD
T39	14"	OAK
T40	12"	OAK
T41	14"	OAK
T42	10"	OAK
T43	7"	OAK
T44	27"	OAK
T45	15"	PALM
T46	20"	JUNIPER
T47	10"	JUNIPER
T48	12"	JUNIPER
T49	13"	JUNIPER
T50	42"	OAK

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1(M)	2873.79'	0°29'51"	24.95'	N 02°02'06" W	24.95'
C2(M)	50.00'	83°45'22"	73.09'	N 44°07'02" E	66.75'
C3(M)	2873.79'	2°27'26"	123.25'	N 03°30'44" W	123.24'

LINE TABLE

LINE	BEARING	DISTANCE
L1(M)	N 85°33'53" E	71.05'
L2(M)	S 89°41'48" E	226.90'
L3(M)	N 00°34'46" E	20.03'
L4(M)	S 89°53'16" E	21.84'
L5(M)	S 01°00'09" W	134.53'
L7(M)	N 89°12'26" W	40.58'
L8(M)	S 03°20'57" E	2.93'
L9(M)	N 89°47'28" W	110.98'
L10(M)	N 01°26'24" E	50.77'
L11(M)	S 89°31'24" E	212.80'
L12(M)	S 01°00'09" W	127.44'
L13(M)	N 89°50'01" W	354.32'
L14(M)	S 00°25'21" W	122.90'
L15(M)	S 00°25'21" W	13.20'
L16(M)	S 89°50'01" E	59.82'
L17(M)	S 00°23'45" W	117.15'
L18(M)	N 89°50'01" W	59.82'
L19(M)	N 00°23'45" E	117.15'
L20(M)	S 89°50'01" E	81.72'
L21(M)	S 00°21'07" W	110.13'
L22(M)	S 49°11'55" W	10.70'
L23(M)	N 89°50'01" W	73.76'

BASIS OF BEARINGS

PARCEL DETAILS

PARCEL 1 (I)
LOTS 1, 2, & 3, LESS THE SOUTH 30' OF LOT 3,
LOTS 4, 5, 6, & 7, LESS STATE ROAD RIGHT-OF-WAY,
NORTH 12' OF LOT 15,
NORTH 15' OF THE WEST 18' OF LOT 16,
NORTH 15' OF LOT 17,
AND NORTH 15' OF LOT 18, LESS THAT PORTION
FOR HIGHWAY RIGHT-OF-WAY FOR STATE ROAD 55,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: BRADENTON CENTRE, LLC
ADDRESS: 102 MANATEE AVE E,
BRADENTON, FL 34208
APN: 3165400007
AREA: 43,340 SQ. FT. / 0.995 ACRES±

PARCEL 1(II) - TOGETHER WITH
LOTS 8, 9, 10, & 11, LESS HIGHWAY
RIGHT-OF-WAY FOR STATE ROAD 55,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
ADDRESS: 120 MANATEE AVE E,
BRADENTON, FL 34208
APN: 3165400007
AREA: 10,540 SQ. FT. / 0.242 ACRES±

PARCEL 2
SOUTH 30' LOT 3,
LOT 16, LESS THE NORTH 15' OF THE WEST 18'.
LOT 17, LESS THE NORTH 15'; LESS PART TAKEN BY STATE ROAD 55,
LOT 18, LESS THE NORTH 15'; LESS PART TAKEN BY STATE ROAD 55,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: VOTT PARTNERS LLC
ADDRESS: 101 5TH AVE DR E,
BRADENTON, FL 34208
APN: 3165200001
AREA: 13,168 SQ. FT. / 0.302 ACRES±

PARCEL 3 (I)
LOTS 12, 13, 14, AND 15, LESS THE NORTH 12' OF LOT 15
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: VOTT PARTNERS LLC
ADDRESS: 113 5TH AVE DR E,
BRADENTON, FL 34208
APN: 3165700059
AREA: 21,690 SQ. FT. / 0.498 ACRES±

PARCEL 3 (II)
LOT 8 & THE EAST HALF OF LOT 7,
BLOCK A, HIGH SCHOOL SUBDIVISION, PLAT BK. 2, PG. 41
N/F: OWNER: VOTT PARTNERS LLC
ADDRESS: 126 5TH AVE DR E,
BRADENTON, FL 34208
APN: 3174300008
AREA: 7,007 SQ. FT. / 0.161 ACRES±

TOTAL AREA: 95,745 SQ. FT. / 2.198 ACRES±

N
W E
S

SCALE: 1" = 30'
GRAPHIC SCALE
0 15' 30' 60'

LEGEND & SYMBOLS

- FOUND MONUMENT AS NOTED
- SET MONUMENT AS NOTED
- COMPUTED POINT
- SET TEMPORARY BENCHMARK
- HANDICAP PARKING
- POWER POLE
- GUY WIRE ANCHOR
- LIGHT
- ELECTRIC VAULT
- ELECTRIC METER
- ELECTRIC MANHOLE
- TELEPHONE MANHOLE
- FIBER OPTIC VAULT
- TELEPHONE PEDESTAL
- STORM MANHOLE
- CURB INLET W/ DRAIN GRATE
- DRAIN GRATE
- SANITARY MANHOLE
- SANITARY CLEANOUT
- GREASE TRAP
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- IRRIGATION CONTROL VALVE
- BOLLARD
- SIGN
- KCP PEDESTRIAN CROSSING POLE
- WP WOOD POST
- UTILITY MANHOLE
- MAILBOX
- UTILITY VAULT
- DECIDUOUS TREE
- CONIFEROUS TREE
- (M) MEASURED/CALCULATED DIMENSION
- (R) RECORD DIMENSION
- N/F NOW OR FORMERLY
- BHL BUILDING HEIGHT LOCATION
- FFE FINISHED FLOOR ELEVATION
- PS PARKING SPACE(S)
- AP ASPHALT
- AR ADA RAMP
- BR BRICK
- CB CONCRETE BASE
- CLF CHAINLINK FENCE
- CN CONCRETE
- CP CONCRETE PAVERS
- CS CONCRETE SIDEWALK
- CW CONCRETE WALL
- DU DUMPSTER
- GR GRAVEL
- MC MOUNTABLE CURB
- MOS METAL OVERHANGING SIGN
- MP METAL POLE
- OV OVERHANG
- SWG SWINGING GATE
- BB BOTTOM OF BANK
- BOC BACK OF CURB
- CR CROWN OF ROAD
- EA EDGE OF ASPHALT
- EC EDGE OF CONCRETE
- EG EDGE OF GRAVEL
- FL FLOW LINE
- NG NATURAL GROUND
- TA TOP OF ASPHALT
- TB TOP OF BANK
- TC TOP OF CONCRETE
- WIF WROUGHT IRON FENCE
- HDPP HIGH DENSITY POLYETHYLENE PIPE
- RCP REINFORCED CONCRETE PIPE
- BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE
- R/W RIGHT-OF-WAY LINE
- C/L CENTERLINE
- FENCE LINE
- OVERHEAD POWER LINE
- UNDERGROUND TELEPHONE LINE
- UNDERGROUND WATER LINE
- UNDERGROUND GAS LINE
- SANITARY SEWER LINE
- STORM SEWER LINE

BLEW & ASSOCIATES, P.A.
Surveying
Engineering
Mapping
3825 N. SHILOH DRIVE - FAYETTEVILLE, AR 72703
EMAIL: SURVEY@BLEWINC.COM
OFFICE: 479.443.4506 FAX: 479.582.1883
WWW.BLEWINC.COM

SURVEYOR JOB NUMBER: 23-4554	**SURVEY DRAWN BY:** AK - 08/21/2023
SURVEY REVIEWED BY: LT	**SHEET:** 2 OF 2

Proposed Features:

Feature	Description
	Property Line
	Onsite Property Line
	Offsite Property Line
	Right-Of-Way Line
	Setback Line
	Easement Line
	Zoning Limite
℄	Street / Drive Centerline
	Curb And Gutter (See Site Plan For Size)
	Thickened Edge Of Pavement
	Edge Of Gravel
	Firelane Striping
	Asphalt Pavement (See Detail Sheet For Pavement Sections)
	Concrete Pavement (See Detail Sheet For Pavement Sections)
	Concrete Sidewalk (See Site Plan For Dimensions)
X	General Fence Line (See Plan For Type)
	Chain Link Fence Line
	Board Fence Line
20 SPACES	Parking Counter
	Storm Catch Basin(s)
	Retaining Wall
	See Utility Plan For Line Sizes
	Gate Valve
	Fire Hydrant & Assembly
	Water Meter - Single
	Water Meter - Double
	Sanitary Sewer Manhole
	Utility Pole
	Light Pole

Note:

- Only Symbols That Appear On This Sheet Are Shown In This Legend.
- See Survey For Existing Features Legend.
- See Cover Sheet For Abbreviation List.

Site General Notes:

- Dimensions are measured from the Face of Curb, the Edge of Pavement, the Edge of Sidewalk the Face/Corner of the Building(s) or the Center/End of Stripe.
- All radii shall be 4 foot at Face of Curb unless otherwise specified.
- Layout of Site Plan is based on and limited to survey information.
- All Curb & Gutter shall be 24" wide per detail sheet.
- All Pavement Marking shall be applied in accordance with the requirements outlined in the most current edition of the "Manual on Uniform Traffic Control Devices" (MUTCD).
- All Signs, Traffic Control Devices, etc. shall follow the guidelines of the MUTCD.
- The Contractor shall refer to the Architectural drawings for Building Floor plans and Dimensions, Wall Sections, Door Openings, Building Utility Entrance Points, etc. The Contractor shall immediately notify the Architect and Engineer in the event that the Civil Site Plans Building Layout does not match the Architectural drawings.
- All handicap spaces shall be striped / marked in accordance with the handicap striping detail.
- All pavement indicated shall be standard duty bituminous pavement unless otherwise noted on plan. The pavement shall be constructed in accordance with the pavement section detail.
- It is the Contractor's responsibility to calculate construction staking coordinates according to the dimensions shown on these plans. The Contractor shall verify the accuracy of the coordinates shown on the plans and notify the Engineer of any irregularities before construction starts.
- All ramps shall have detectable truncated dome panels per A.D.A. and city standards and the detail sheet

Site Plan Notes:

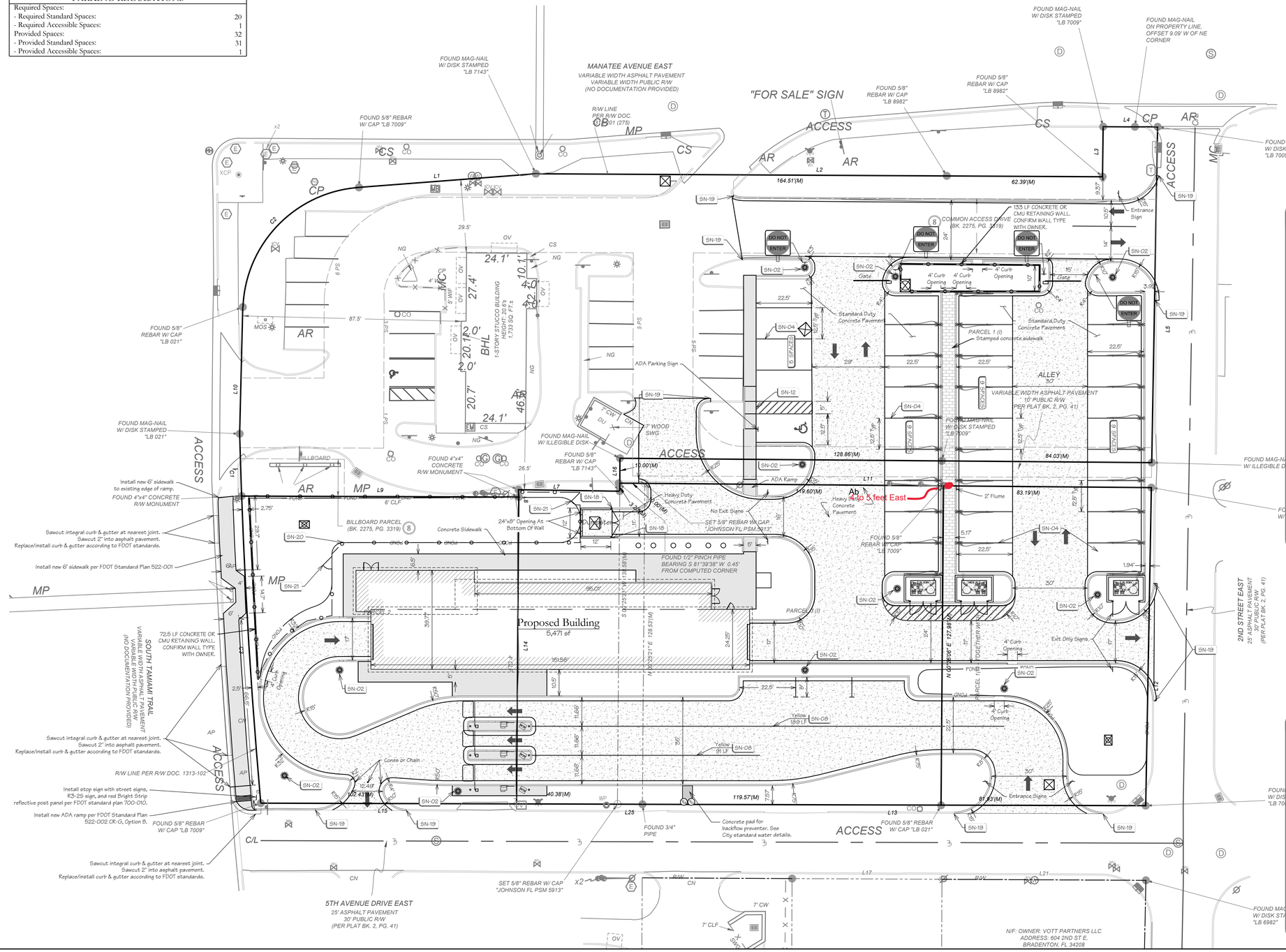
SN-02	Street Light per Municipal Standards.
SN-04	4" Painted Yellow Striping
SN-08	4" Wide Single Lane Striping - Per M.U.T.C.D. (See Plan for Length and Color)
SN-12	Accessible Ramp in Sidewalk
SN-18	End of Curb
SN-19	Taper curb to match existing
SN-20	6' Tall Chainlink Fence - Coordinate manufacturer with architect
SN-21	5' Wide Fence Gate

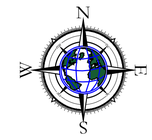
Site Information:

PROPERTY INFORMATION		
Gross Site Area:	95,745.00 sf	2.20 acres
Proposed Dedicated R.O.W:	0.00 sf	0.00 acres
Net Site Area:	95,745.00 sf	2.20 acres
Zoning:		Commercial / Vacant
ZONING REGULATIONS		
Front Setback:		0' to 8' max
Side Setback:		0' to 24' max
Rear Setback:		3' min
Lot Coverage:		80% max
Max Building Height:		5 Stories
SITE INFORMATION		
Total Paved Area:	54,450.00 sf	1.25 acres
Total Sidewalk Area:	3,472.00 sf	0.08 acres
Total Building Footprint Area:	7,204.00 sf	0.17 acres
Total Impervious Area:	65,126.00 sf	68.0%
Total Pervious Area:	30,619.00 sf	32.0%
PARKING REGULATIONS		
Required Spaces:		
- Required Standard Spaces:		20
- Required Accessible Spaces:		1
Provided Spaces:		32
- Provided Standard Spaces:		31
- Provided Accessible Spaces:		1

Sign Legend

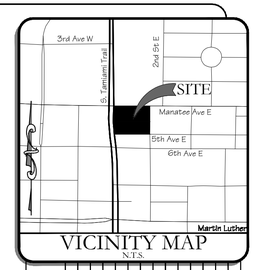
Symbol	Code	Description	Size	Post Type
	-	Handicap Sign	12 x 18	U-Channel
	R5-1	Do Not Enter Sign	30 x 30	U-Channel





811
Know what's below.
Call before you dig.

GRAPHIC SCALE
30' 0 15' 30' 60' 90'
(IN FEET)
1 inch = 20 ft



VICINITY MAP
N.T.S.

REVISIONS:

No:	DESCRIPTION:	DATE:
1	PER RED	. . . . .
2	PER RED	. . . . .

Site Plan
-
Development Plans For
Happy Frog Car Wash
101 5th Ave Dr E Bradenton, Florida

Happy Frog, Bradenton, LLC
4054 Sawyer Road, Sarasota, FL 34233
(813) 796-7688

SEAL

NOT FOR CONSTRUCTION FOR REVIEW ONLY!!!

FIRM
BLEW
Surveying | Engineering
Environmental
5102 S. Pinnacle Hills Pkwy
Rogers, Arkansas 72758
Office: (479) 443-4506
www.BLEWINC.com
Engineering Business Registry License № 36641

DATE:	JOB NUMBER:
2024-02-23	23-4554
DRAWN BY:	REVIEWED BY:
K. Holt	J. Du Quesne

DRAWING NAME: 23-4554 Civil 005.dwg

SHEET NUMBER: C2

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Proposed Features:

Feature	Description
	Property Line
	Onsite Property Line
	Offsite Property Line
	Right-Of-Way Line
	Easement Line
℄	Street / Drive Centerline
	Curb And Gutter (See Site Plan For Size)
	Thickened Edge Of Pavement
	Edge Of Gravel
	Asphalt Pavement (See Detail Sheet For Pavement Sections)
	Concrete Pavement (See Detail Sheet For Pavement Sections)
	Concrete Sidewalk (See Site Plan For Dimensions)
X	General Fence Line (See Plan For Type)
	Chain Link Fence Line
	Board Fence Line
DRAIN INLET MANHOLE VALVE CLEAN OUT FES	Storm Catch Basin(s)
	Ditch Line
	Fault Line / Grade Change
	Storm Pipe (See Grading Plan For Type and Size)
	Retaining Wall
	See Utility Plan For Line Sizes
X"W	Water Line
	Tee, Cross, Bends, Gate Vale & Reducer
	Fire Hydrant & Assembly
	Water Meter - Single
	Water Meter - Double
X"FM	Sanitary Sewer Force Main
X"SS	Sanitary Sewer Line
	Sanitary Sewer Service
	Sanitary Sewer Manhole
GAS	Gas Line
OHE	Overhead Electric Line
UGE	Underground Electric Line
C-TV	Cable Television Line
FO	Fiber Optic Line
OHT	Overhead Telephone Line
UGT	Underground Telephone Line
	Utility Pole
	Light Pole

Note:
- Only Symbols That Appear On This Sheet Are Shown In This Legend.
- See Survey For Existing Features Legend.
- See Cover Sheet For Abbreviation List.

Grading Notes:

PRE-CONSTRUCTION:

- Prior to start of site grading, erosion control measures shall be installed in accordance to the erosion control plan. These erosion control measures, as a minimum, shall include all silt fencing, temporary sediment ponds, temporary construction entrance, and any other measures necessary to ensure that sediment does not leave the site.
- Contractor shall notify the appropriate Utility Companies and the State One-Call System a minimum of 48 hours prior to any excavation for the location of all underground utility lines that will be affected by this development. Please note that existing utilities noted on plan have been located with all available information and that exact location of utility lines may not be accurate.
- A pre-construction meeting shall be held on site once ALL Erosion Control Measures have been installed and prior to any site grading / construction / demolition.

GENERAL:

- Contractor shall install/use all required equipment so as to comply with all safety standards dictated by OSHA, Federal, State, and Local Regulations.
- Contractor shall coordinate with appropriate Utility Company as listed on the cover sheet for adjustment of utility lines affected by cut and fill.
- Areas to be graded shall be cleared and grubbed so as to remove all organic material including but not limited to vegetation, trees, roots, debris or other materials that would affect the stability of the fill. If uncertainty exists as to the suitability of any material, the contractor shall have a Registered Geotechnical Engineer make the final determination.
- Contractor shall ensure that the fill material be free of organic materials, frozen materials, muck, highly compressible materials, rocks, rubbish, timber, brush, stumps, building debris, and other materials that would negatively affect the fill material.
- Contractor shall stock pile and maintain all good top soil removed from areas to be graded and filled for use in final grading all critical / unpaved areas.
- Contractor shall proof roll subgrade of all areas to be paved prior to installation of paving materials. Any soft areas shall be removed and replaced with select fill and compacted as noted in the pavement section shown on the detail sheet.
- Contractor shall employ a Geotechnical Engineering / Inspection Firm registered with the State of Arkansas for inspection and testing of subgrade for proper compaction (95% standard proctor).

STORM SYSTEM:

- All drainage structures under paved areas and / or areas expecting heavy duty traffic loading shall be designed to meet AASHTO Heavy Duty (H20) traffic loading.
- Storm pipe / box shall be bedded in accordance with the bedding detail and in accordance with the specifications of ASTM D2321 (latest edition available at http://www.ASTM.org).
- Storm system is measured from the center of the box and from the end of the flared end sections.
- Drainage structures shall be constructed so that the appropriate section of the box, such as the gutter for curb inlets, the grate for drop inlets, is at an elevation that will allow for the maximum drainage into the box in accordance with proposed grades and spot elevation shown on the plan. The contractor shall notify the engineer of record in the event of a discrepancy.
- All drainage structures located within the State or Local Right of Way shall be constructed in accordance with the specifications and details of the Appropriate Governing Agency.

POST-CONSTRUCTION:

- Contractor shall scarify any area to receive top soil to a min. depth of 3".
- All unpaved disturbed areas shall be graded smooth and receive a minimum of 4" of topsoil. The area shall be seeded and / or sodded in accordance with the landscape plan. The area shall be watered until a hardy cover of grass has been established and 80% of the site has been stabilized in accordance with ADEQ's Construction General Permit (ARR150000).
- Once the site has reached final stabilization in accordance to the requirements set forth in ADEQ's Construction General Permit, the contractor shall file a notice of termination.

Storm Sewer Schedule

Inlet Up	Top Elev.	Inv. Up	Length	Size	Type	Slope	Inv. Dn	Inlet Dn
				STORM LINE "A"				
A-4	13.59	11.90	29 LF	15"	RCP	@ 7.59%	9.70	A-3
A-3	13.39	9.70	205 LF	15"	RCP	@ 0.39%	8.90	A-2
A-2	14.40	8.90	75 LF	15"	RCP	@ 0.36%	8.62	A-1
A-1	13.50	8.62	10 LF	15"	RCP	@ 0.21%	8.60	A-0
A-4a	12.70	10.00	29 LF	8"	PVC	@ 1.03%	9.70	A-4
				STORM LINE "B"				
B-1	14.22	9.50	82 LF	15"	RCP	@ 0.73%	8.90	A-2
B-2	Existing	Existing	Existing	Existing	Existing	Existing	Existing	B-1
B-3	Existing	Existing	Existing	Existing	Existing	Existing	Existing	B-2
B-4	13.1	11.00	28 LF	8 LF	PVC	@ 4.64%	9.7	B-3
				STORM LINE "C"				
C-1	12.60	10.00	40 LF	15"	RCP	@ 2.75%	8.90	A-2

VERTICAL DATUM NOTE FROM SURVEY:

ELEVATIONS ESTABLISHED WITH GPS OBSERVATIONS UTILIZING THE NATIONAL GEODETIC SURVEY (NGS) NETWORK WITH ORIGINATING BENCHMARK NGS PID: DO6888, VERTICAL DATUM BASED UPON NORTH AMERICAN VERTICAL DATUM (NAVD88) IN US SURVEY FEET. CONTOURS SHOWN ARE 1' INTERVALS
PID: DO6888
PUBLISHED ELEVATION: 13.83'
MONUMENT DESCRIPTION: ALUMINUM ALLOY ROD W/O SLEEVE

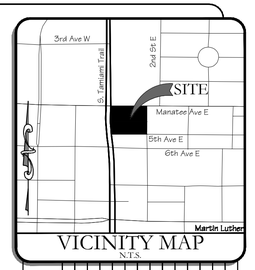
N W E S

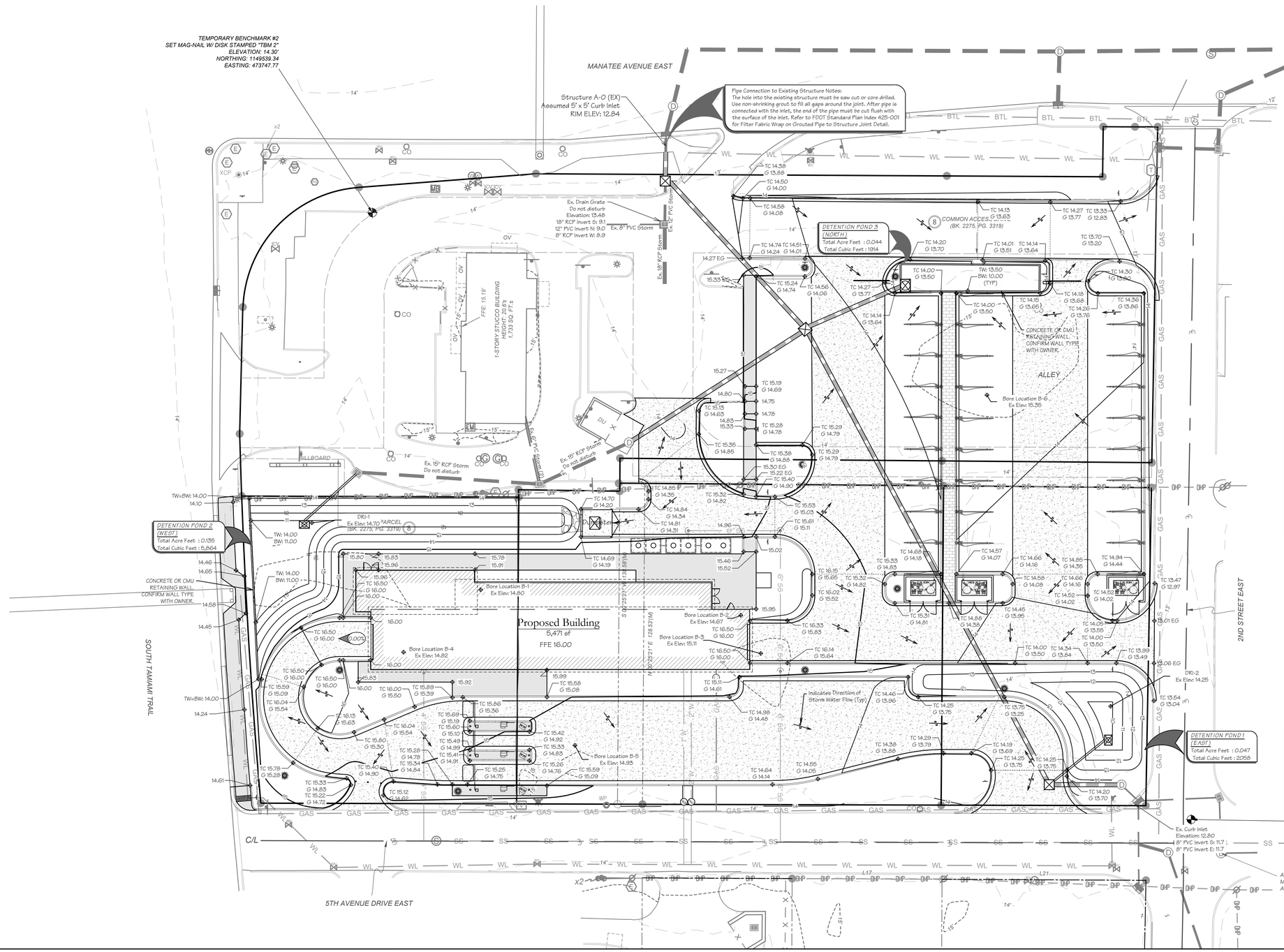
811 Know what's below. Call before you dig.

GRAPHIC SCALE

30' 0 15' 30' 60' 90'

(IN FEET)
1 inch = 20 ft





REVISIONS:

NO.	DESCRIPTION	DATE
1	PER RED	
2	PER RED	

NOT FOR CONSTRUCTION FOR REVIEW ONLY!!!

Grading Plan
-
Development Plans for:
Happy Frog Car Wash
101 5th Ave Dr E Bradenton, Florida

Happy Frog, Bradenton, LLC
4054 Sawyer Road, Sarasota, FL 34233
(813) 796-7688

FIRM:
BLEW
Surveying | Engineering
Environmental
5102 S. Pinnacle Hills Pkwy
Rogers, Arkansas 72758
Office: (479) 443-4506
www.BLEWINC.com
Engineering Business Registry License № 36641

DATE:	JOB NUMBER:
2024-04-05	23-4554
DRAWN BY:	REVIEWED BY:
E. McMahon	J. Du Quesne

DRAWING NAME: 23-4554 Civil 005.dwg

SHEET NUMBER: C4

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City of Bradenton
Planning and Community Development Department
City Council Public Hearing
December 18, 2024

Staff Report

Ordinance No.: 4051
Case No.: RV.24.3327
Applicant: Bill Galvano, Esq., Grimes Galvano (agent)
Address: 102 Manatee Ave. E., 120 Manatee Ave. E. and 113 5th Ave. Dr. E.
Parcel ID: 3165400007, 3165700059
Current Zoning: SD (Special District)
Future Land Use: UCBD (Urban Central Business District)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center Transect District)
South: T5 (Urban Center Transect District)
East: T5 (Urban Center Transect District)
West: T5 (Urban Center Transect District)

Future Land Use: North: UCBD (Urban Central Business District)
South: UCBD (Urban Central Business District)
East: UCBD (Urban Central Business District)
West: UCBD (Urban Central Business District)

The applicant has submitted a right-of-way vacation application requesting to vacate a 10-foot-wide alley located between properties located at 102 Manatee Avenue East, 120 Manatee Avenue East, 113 5th Avenue Drive East. The proposed vacation is approximately 2,129 sq. ft. or 0.049 acres in size.

The applicant is requesting the vacation in order to prepare the property for a future car wash. As part of the vacation request, Florida Power and Light (FPL) submitted a letter of approval with the stipulation that a 10-foot easement be recorded to protect their existing facilities on site.

History related to the property:

- Ordinance 3084 (adopted December 15, 2021): Amended Policy 1.2.1 of the Future Land Use Element of the City's Comprehensive Plan to allow auto-oriented uses, specifically including but not limited to car washes within parts of the UCBD district if approved by City Council.

- Ordinance 4012 (adopted on August 9, 2023): Property was rezoned from T5 to SD, to permit the proposed car wash called Happy Frog.

During this entire review and hearing process, the applicant had issues obtaining letters from the utility companies stating their position on the request. On October 31, 2024; the last letter was submitted; therefore, all utility companies have provided feedback and support for the request.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-of-way appears to be no longer needed by any public or public-serving agencies, but this cannot be confirmed without receiving letters from all agencies. As previously stated, FPL has requested that an easement be recorded to protect their existing facilities.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

As exhibited in the submitted application materials, some private and public utilities that may utilize these right-of-way's have agreed to the vacations as they are no longer needed for public services.

LAND USE REGULATIONS:

2.2.7 *Vacation of public rights-of-way or public easements.* The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 *Application.* Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 *Public Notice.* shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and

recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 *Review of Application.* The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 *Approval/Denial.*

a. Easement. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended

b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 *Public Recording.* The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

COMPREHENSIVE PLAN:

Transportation Element:

Objective 1.5 Right-of-Way Preservation
Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right of way is protected and preserved.

Policy 1.5.1 Right-of-Way Contributions
The City shall seek donations or dedications of needed right-of-way by developers, where feasible.

Policy 1.5.2 Impact of Right-of-Way on Natural Systems
The City shall coordinate with land owners and governmental entities to ensure the location and design or roadway and public transit rights-of-way, and improvements therein, shall minimize direct and indirect impacts to jurisdictional wetland areas, rivers, lakes, and streams, as well as listed species.

Policy 1.5.3 Transit System Right-of-Way
The City shall consider, and include as necessary, transit and alternative mode corridor protection and reservation through the inclusion of appropriate bus and rail transit corridors, and alternative mode corridors on the Transportation Map series.

Policy 1.5.4 Provision of Adequate Access to Land Use Activities
To provide adequate access to land use activities, the City shall enforce policies, standards and regulations that relate the design, function and balance of the transportation facilities to the type, size and location of the land uses that they serve.

Staff Comments:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

Should City Council approve of the subject application, staff recommends that the following stipulations be considered.

1. An easement be recorded to meet the needs of Florida Power and Light.
2. Provide the city with an updated survey showing the vacation and the dedicated easement.

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** of Ordinance 4051, Case RV.24.3327 with the aforementioned stipulations (vote 5-0).

Respectfully submitted,

Gregory J. DeLong
Assistant PCD Director

EXHIBITS:

EXHIBIT A: Location Map

EXHIBIT B: Future Land Use Map

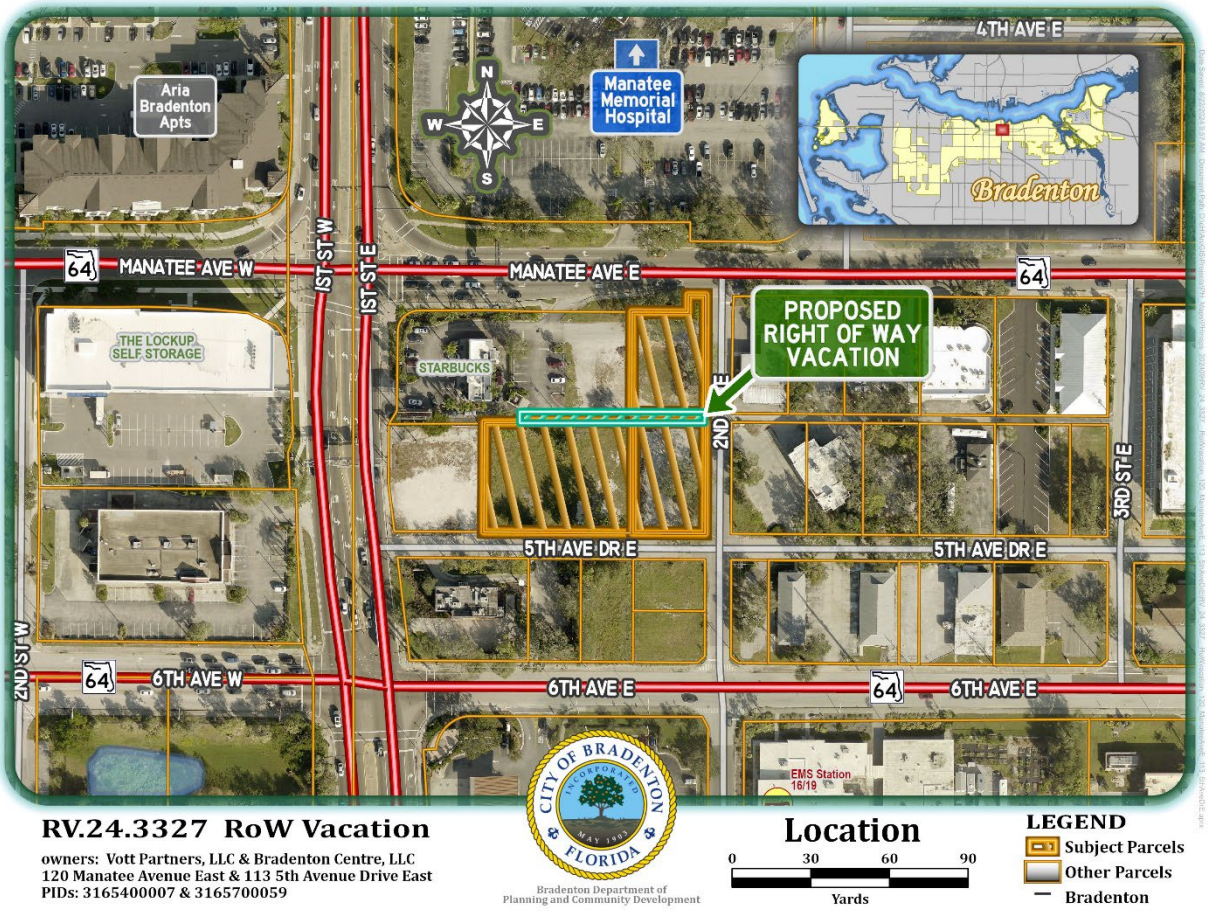
EXHIBIT C: Zoning Map

EXHIBIT D: Sketch of Description – Map of Right-of-Way

EXHIBIT E: Sketch of Description – Legal Description

EXHIBIT F: Boundary Survey

EXHIBIT "A"
Location Map



RV.24.3327 RoW Vacation

owners: Vott Partners, LLC & Bradenton Centre, LLC
120 Manatee Avenue East & 113 5th Avenue Drive East
PIDs: 3165400007 & 3165700059

EXHIBIT "B"
Future Land Use Map

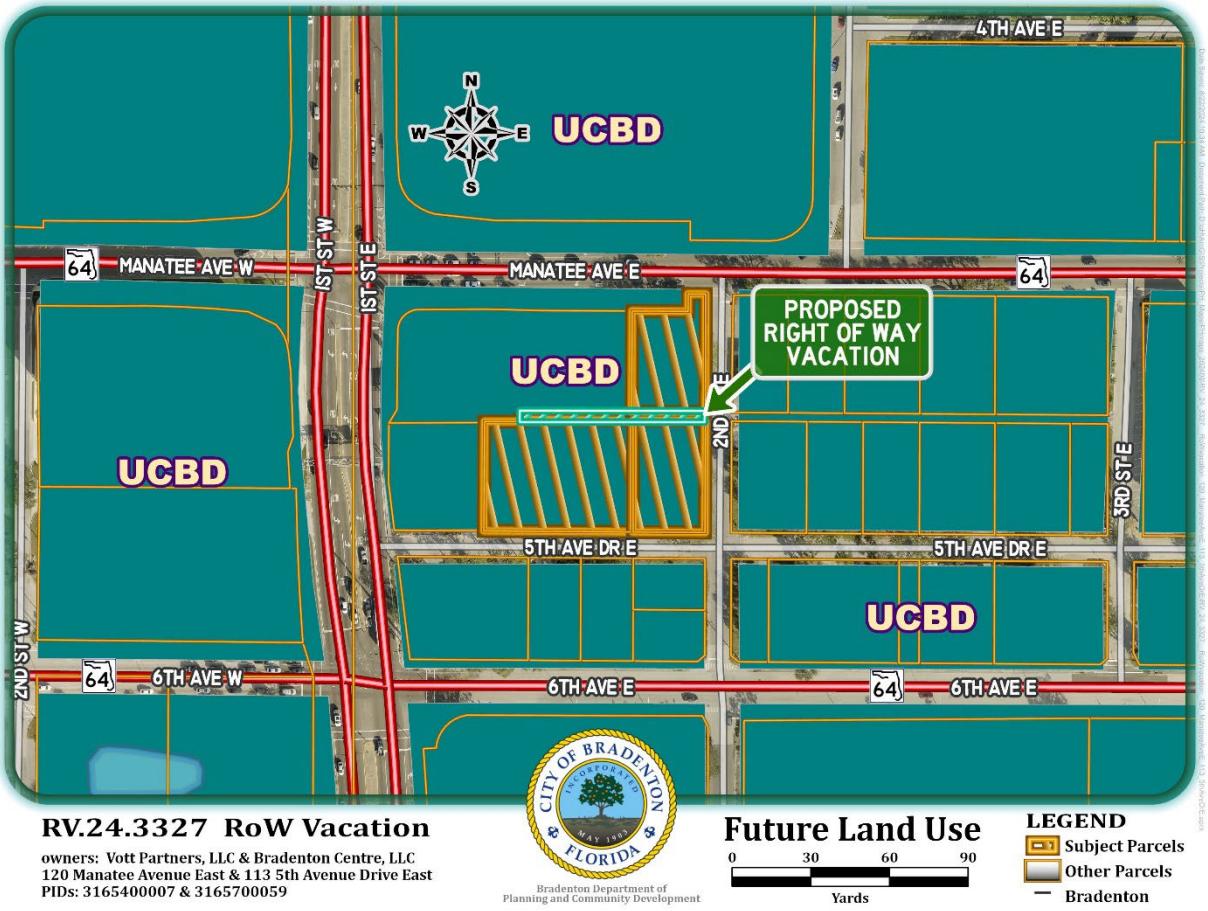


EXHIBIT "C"
Zoning Map

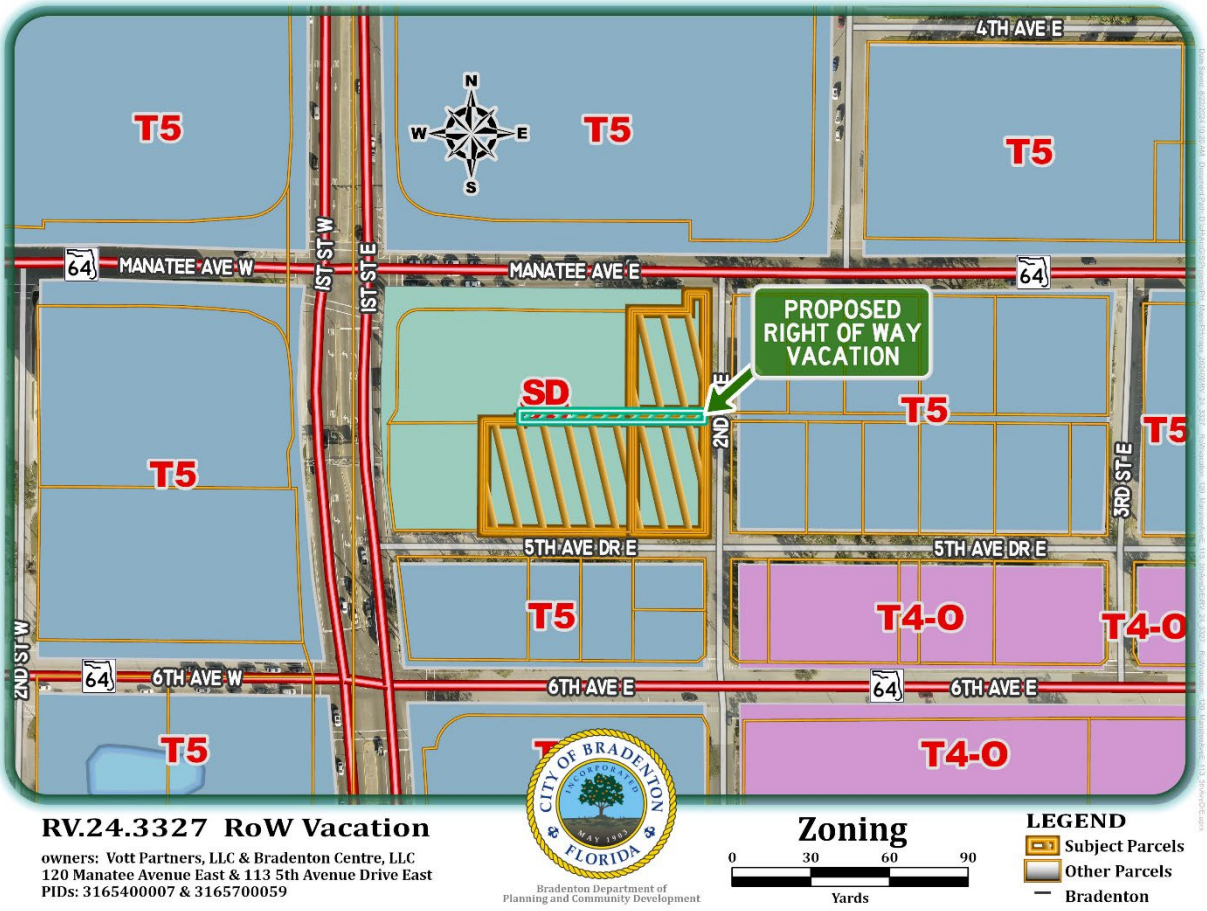


EXHIBIT "D"
Sketch of Description – Map of Right-of-Way

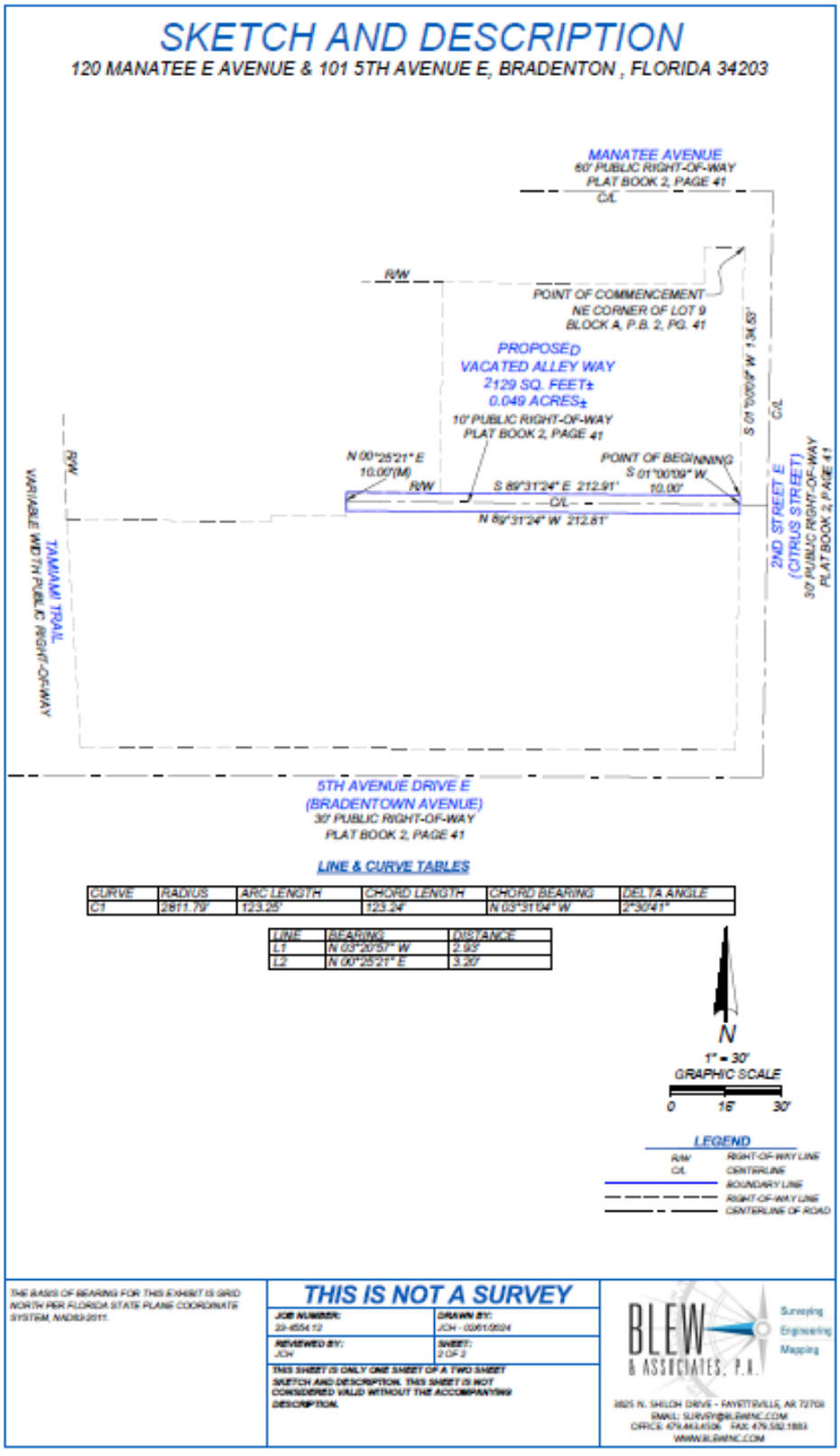


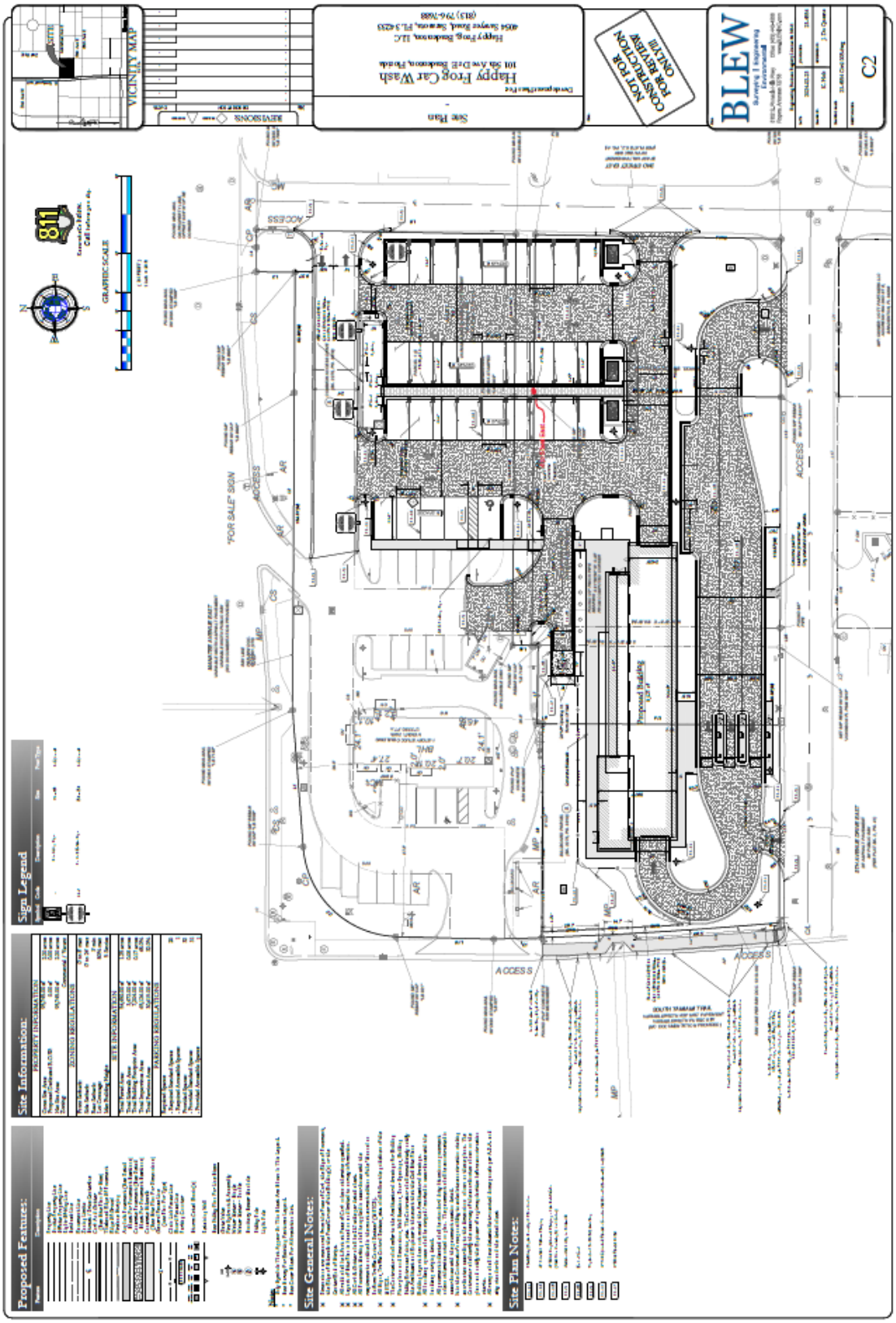
EXHIBIT "E"
Sketch of Description – Legal Description

PROPOSED VACATION OF 10' ALLEYWAY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, ALSO BEING THE 10' UNNAMED ALLEY BETWEEN LOTS 4-9 AND LOTS 10-14 OF BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OFFICIAL RECORDS OF MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT NINE (9), BLOCK A, PLAT OF HIGH SCHOOL ADDITION TO MANATEE, THENCE PROCEED SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY LINE OF 2ND (SECOND) STREET (CITRUS STREET PER PLAT) RUN S 01°00'09" W A DISTANCE OF 134.53 FEET TO A POINT ON THE AFOREMENTIONED NORTHERLY RIGHT OF WAY LINE OF AN UNNAMED ALLEY (10 FEET WIDE) AND POINT OF BEGINNING; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF 2ND (SECOND STREET) RUN S 01°00'09" W A DISTANCE OF 10.00 FEET TO SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALLEY; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY RUN OF SAID ALLEY RUN 89°31'24" W A DISTANCE OF 212.81 FEET TO THE SOUTHWEST CORNER OF SAID ALLEY, ALSO BEING THE NORTHWEST CORNER OF UNNAMED VACATED 10' ALLEY; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID ALLEY, RUN N 00°25'21" W A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF SAID ALLEY, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE RUN S 89°31'24" E A DISTANCE OF 212.91 FEET TO POINT OF BEGINNING; SAID PARCEL HAVING AN AREA OF 0.049 ACRES (2,129 SQUARE FEET), MORE OR LESS.

EXHIBIT "F"
Boundary Survey



City Council
December 18, 2024

Ordinance 4051 | Case Number RV.24.3327

Request to vacate a platted 10-foot-wide alley located at 102 & 120 Manatee Avenue East and at 113 5th Avenue Drive East

Staff Contact: Greg DeLong; Asst. PCD Director

Case Information

- Applicants: Vott Partners LLC and Bradenton Centre LLC
- Addresses: 102 Manatee Avenue East, 120 Manatee Avenue East, and 113 5th Avenue Drive East
- Area Size: Approx. 2,129-sq. ft. (0.049 acres)
- Current Zoning: SD (Special District)
- FLUM Zoning: UCBD (Urban Center Business District)
- Flood Zone: X
- Existing Use: Vacant Land
- Purpose: Prepare property for the future construction of a car wash

Request

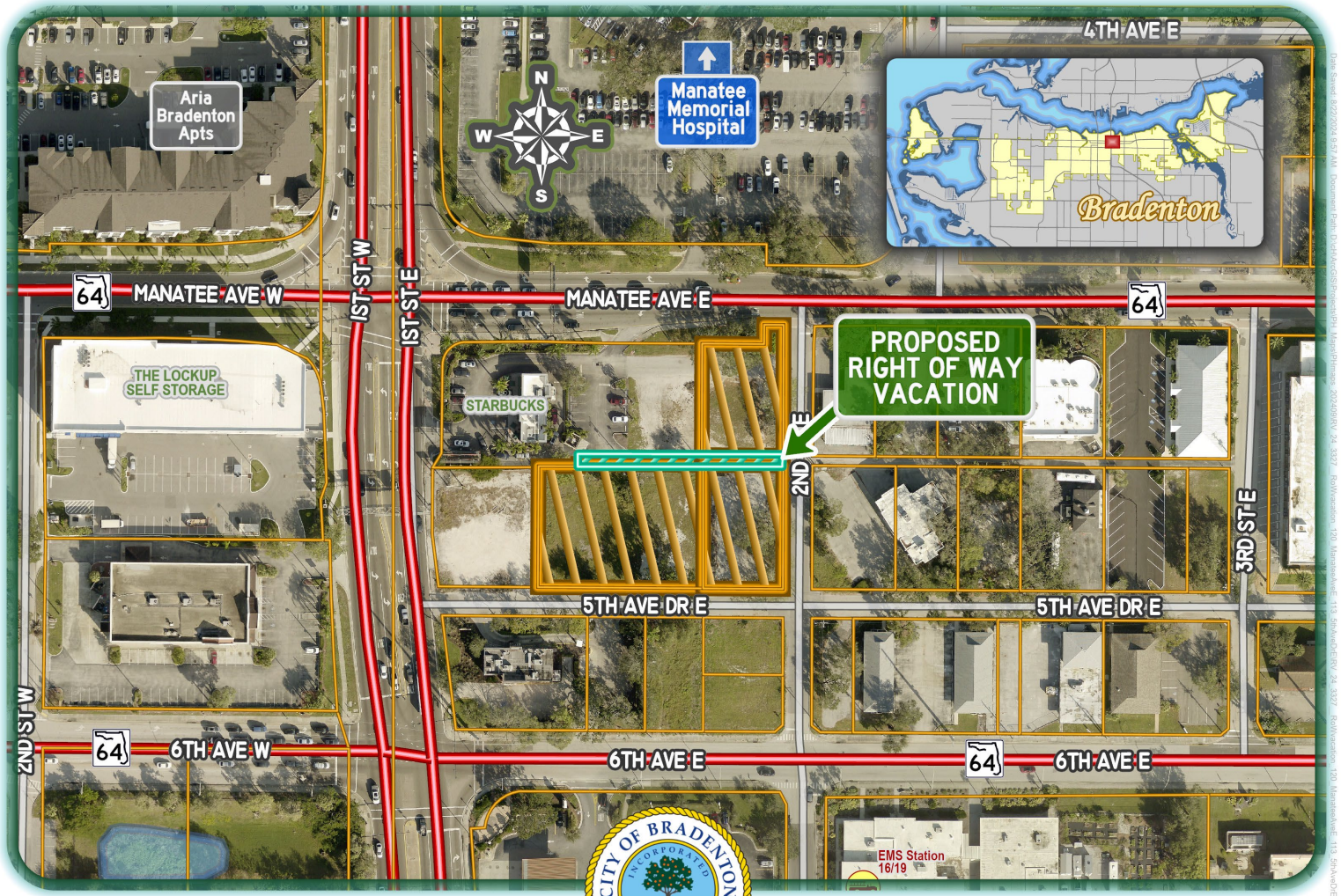
- Vacate a platted 10-ft. wide alley.
- Request is approximately 2,129-square feet (0.049 acres) in size.
- Subject alley runs in an east/west direction:
  - From 2nd Street East and terminating just south of the existing dumpster enclosure at Starbucks.
- Purpose of vacation is to prepare the subject property for the construction of a future car wash.
- All utility companies have signed off on the proposed request.
  - Florida Power & Light approved the request with the stipulation that a 10-ft. easement be recorded for access to their existing facilities.

Zoning History

- Ordinance 3084 (adopted December 15, 2021): Amended Policy 1.2.1 of the Future Land Use Element of the City's Comprehensive Plan to allow auto-oriented uses, specifically including but not limited to car washes within parts of the UCBD district, if approved by City Council.

- Ordinance 4012 (adopted on August 9, 2023): Properties were rezoned from T5 to SD, to permit the proposed car wash named Happy Frog.

Location Map



RV.24.3327 RoW Vacation

owners: Vott Partners, LLC & Bradenton Centre, LLC
120 Manatee Avenue East & 113 5th Avenue Drive East
PIDs: 3165400007 & 3165700059

CITY OF BRADENTON FLORIDA INCORPORATED MAY 1903

Bradenton Department of Planning and Community Development

Location

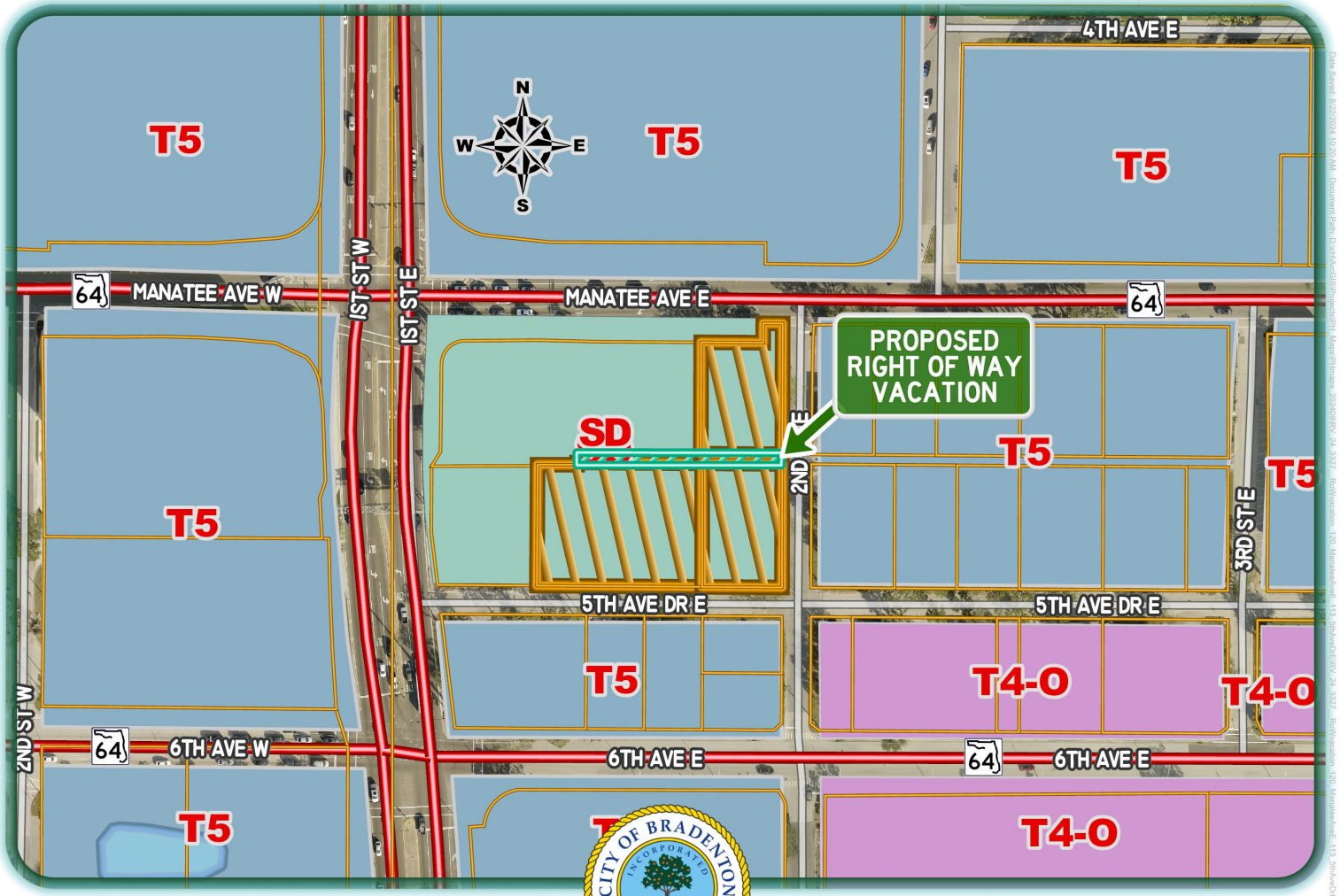
0 30 60 90

Yards

LEGEND

- Subject Parcels
- Other Parcels
- Bradenton

Zoning Map



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CITY OF BRADENTON FLORIDA INCORPORATED MAY 1903

Bradenton Department of
Planning and Community Development

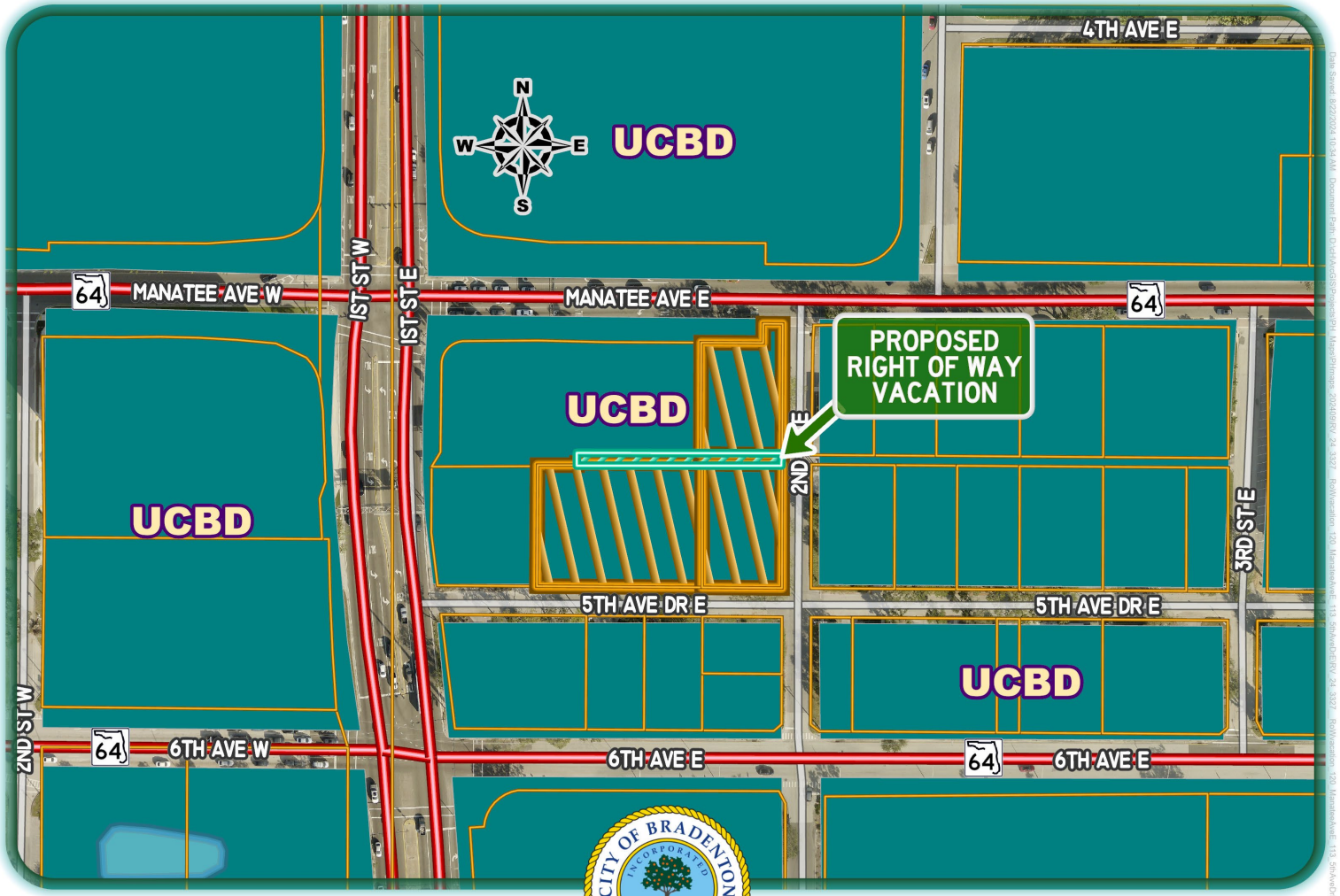
Zoning

0 30 60 90
Yards

LEGEND

- Subject Parcels
- Other Parcels
- Bradenton

Future Land Use Map



RV.24.3327 RoW Vacation

owners: Vott Partners, LLC & Bradenton Centre, LLC
120 Manatee Avenue East & 113 5th Avenue Drive East
PIDs: 3165400007 & 3165700059

CITY OF BRADENTON INCORPORATED MAY 1903 FLORIDA

Bradenton Department of
Planning and Community Development

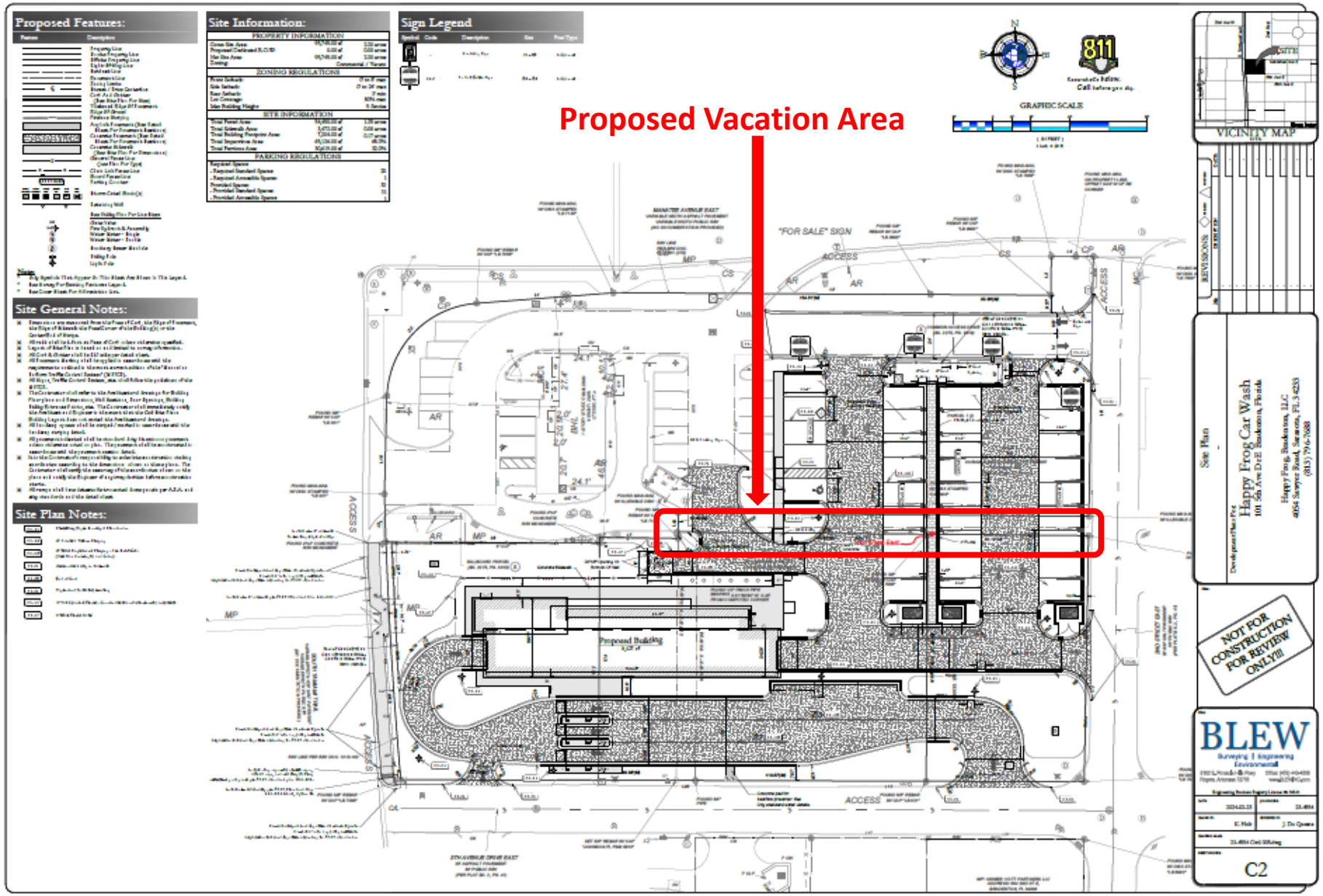
Future Land Use

0 30 60 90
Yards

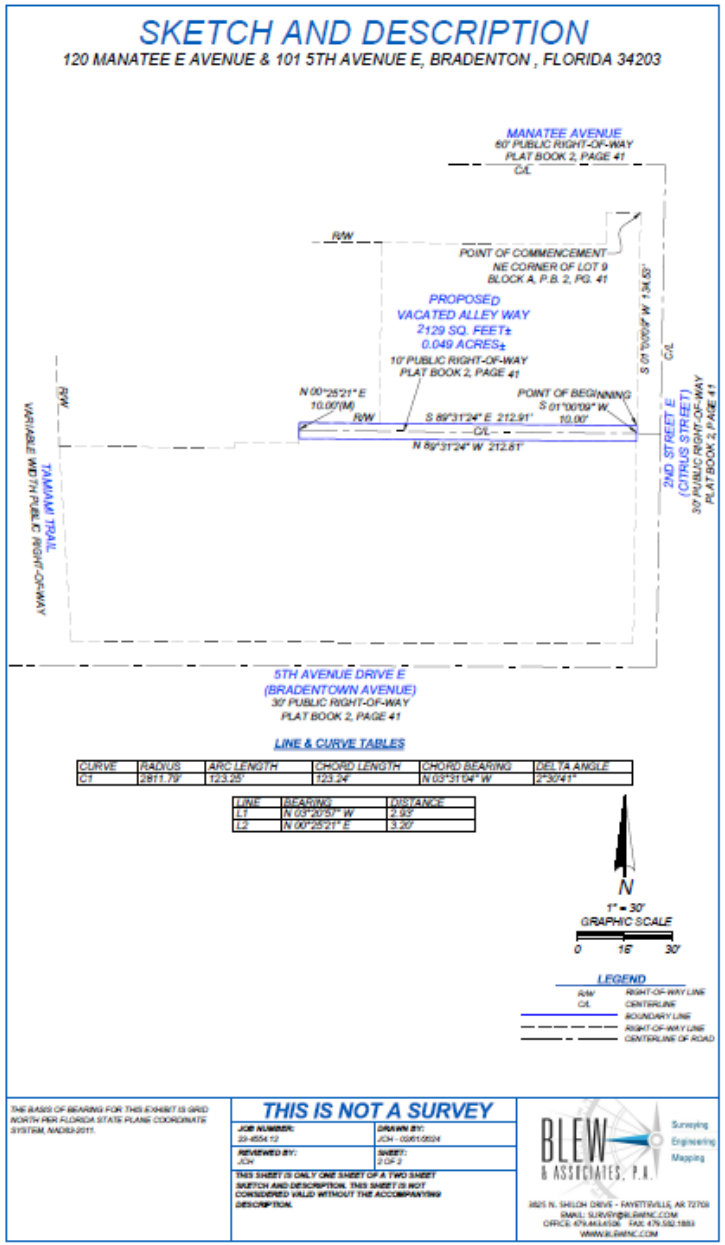
LEGEND

- Subject Parcels
- Other Parcels
- Bradenton

Boundary Survey



Sketch and Legal Description



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Existing Conditions



Looking north towards Manatee Ave. East

Existing Conditions





Looking west towards 1st Street

Existing Conditions





Looking east towards 2nd Street East

Existing Conditions



Looking south towards 5th Avenue Drive East and 6th Avenue East

Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience.
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application.

  ✓ *All utility have companies submitted letters, with FPL requesting a stipulation of approval based on a recorded easement.*

Comprehensive Plan

- Objective 1.5 Right-of-Way Preservation

Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right-of-way is protected and preserved.

✓ *Appears to be met as all utility companies, including the City, have submitted letters of support, with FPL requesting a stipulation of approval based on a recorded easement.*

Staff Comments

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

Planning Commission Meeting Summary

Planning Commission met on September 18, 2024, and recommended to City Council **Approval** (vote 5-0) of Ordinance 4051, Case RV.24.3327 with the following stipulations:

1. An easement be recorded to meet the needs of Florida Power and Light.
2. Provide the city with an updated survey showing the vacation and the dedicated easement.

Questions?

AGENDA ITEM NO. 7.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4055 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, REPEALING CHAPTER 30, SECTION 30-12 OF THE CODE OF ORDINANCES, RELATING TO INSPECTION OF CERTIFICATIONS AND RETURNS BY THE CITY COUNCIL AND DECLARATION OF ELECTION RESULTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for January 8, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Manatee County Canvassing Board certifies the results of the elections conducted by the Supervisor of Elections office for the City of Bradenton. Ordinance 4055 would amend the City's Code of Ordinances to eliminate the need for a special meeting in order to announce election results.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for January 8, 2025.

ATTACHMENTS:
Ordinance 4055
Business Impact Estimate for Ordinance 4055

ORDINANCE NO. 4055

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, REPEALING CHAPTER 30, SECTION 30-12 OF THE CODE OF ORDINANCES, RELATING TO INSPECTION OF CERTIFICATIONS AND RETURNS BY THE CITY COUNCIL AND DECLARATION OF ELECTION RESULTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 30-12 of the Code of Ordinances provides that the City Council must assemble at 12:00 p.m. the day after the Canvassing Board certifies the election results for the purpose of inspecting the certifications and returns, and announcing the election results upon the minutes of the Council; and

WHEREAS, the City finds it is in the City's best interests of the City to repeal this provision of the Code of Ordinances.

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. Chapter 30, Section 12 of the City of Bradenton Code of Ordinances shall be repealed as follows:

Chapter 30 - ELECTIONS

~~**Sec. 30-12. - Council to inspect returns, declare result.**~~

~~The day after the election is certified by the canvassing board or, if such date falls on a weekend or holiday, the day after that the mayor and city council shall assemble at 12:00 noon in council chambers to review the certifications and returns as a result of the election and enter such result upon the minutes of council.~~

Sec. 30-12 – Reserved.

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 declare severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	December 18, 2024
PUBLICATION DATE	December 27, 2024
SECOND READING	January 8, 2025

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 8th day of January 2025.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

4970035v1

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:
ORDINANCE NO. 4055 AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, REPEALING CHAPTER 30, SECTION 30-12 OF THE CODE OF ORDINANCES, RELATING TO INSPECTION OF CERTIFICATIONS AND RETURNS BY THE CITY COUNCIL AND DECLARATION OF ELECTION RESULTS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The Manatee County Canvassing Board certifies the results of the elections conducted by the Supervisor of Elections office for the City of Bradenton. Ordinance 4055 would amend the City's Code of Ordinances to eliminate the need for a special meeting in order to announce election results.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

There will not be any economic impact related to the passing of Ordinance 4055.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None.

4. Additional information the governing body deems useful (if any):

None.

AGENDA ITEM NO. 7.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4056 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-12 OF THE CITY'S CODE OF ORDINANCES RELATING TO UNLAWFUL LODGING OUT-OF-DOORS; REVISING DEFINITIONS; AMENDING PROCEDURES FOR RELOCATION AND ENFORCEMENT; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for January 8, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
City Council is amending its Code of Ordinances to comply with HB 1365 which revises Chapter 125.0231, Florida Statutes, passed by the Florida Legislature in the 2024 Legislative Session. It is in the best interest of the residents of the City of Bradenton that persons lodging out-of-doors on private property, public property, including public rights-of-way and public buildings, without consent are relocated to sheltered or designated areas.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for January 8, 2025.

ATTACHMENTS:
Ordinance 4056

ORDINANCE NO. 4056

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING CHAPTER 54, ARTICLE I, SECTION 54-12 OF THE CITY'S CODE OF ORDINANCES RELATING TO UNLAWFUL LODGING OUT-OF-DOORS; REVISING DEFINITIONS; AMENDING PROCEDURES FOR RELOCATION AND ENFORCEMENT; PROVIDING FOR ENFORCEMENT MECHANISMS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate, and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes; except when expressly prohibited by law and to enact ordinances in furtherance thereof; and

WHEREAS, the City Council is amending its Code of Ordinances to comply with HB 1365 which revises Chapter 125.0231, Florida Statutes, passed by the Florida Legislature in the 2024 Legislative Session; and

WHEREAS, it is in the best interest of the residents of the City of Bradenton that persons lodging out-of-doors on private property, public property, including public rights-of-way and public buildings, without consent are relocated to sheltered or designated areas; and

WHEREAS, the City wishes to reduce of out-of-doors lodging and the negative effects thereof on the public health, safety, and general welfare; and

WHEREAS, F.S. 125.0231 provides that no municipality may authorize or otherwise permit any person from regularly engaging in public camping or public sleeping and creates a civil cause of action for residents to bring against the municipality in violation of the Statute; and

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.

Chapter 54, Article I. Section 54-12, of the City's Code of Ordinances shall be amended as follows:

Sec. 54-12. – Unlawful lodging out-of-doors prohibited.

(a) The following words and phrases, when used in this section, shall have the following meanings:

(1) *Lodging out-of-doors* means: ~~using public or private property for living accommodation purposes by the erection, use or occupation of any tent, hut, lean-to, shack or temporary shelter for sleeping purposes or the laying down of bedding, such as a blanket or sleeping bag or similar material for the purpose of sleeping.~~

~~*(2) Living accommodation purposes* means to remain living, to dwell or to reside at a place for a period of time for the purpose of using such a place as a home.~~

a. Lodging or residing in a temporary outdoor habitation used as a dwelling or living space and evidenced by the erection of a tent or other temporary shelter, the presence of bedding or pillows, or the storage or personal belongings; or
b. Lodging or residing for a period of time in an outdoor space without a tent or other temporary shelter.

The term "lodging-out-of-doors" shall not include:

a. Lodging or residing in a motor vehicle that is registered, insured, and located in a place where it may lawfully be.
b. Camping for recreational purposes on property designated for such purposes.
c. Lodging or residing on or in any public property designated for such purpose by Manatee County pursuant to F.S. 125.0231.

(b) It shall be unlawful for any person to use any public or private property in the city for lodging out-of-doors ~~for lodging~~ except with the permission and consent of the city or the property owner, as applicable. As used in this section, the term public property shall include without limitation any public right-of-way or any public building or its grounds.

(c) ~~Being in a tent, hut, lean-to, shack or in a temporary shelter or being asleep atop or covered by materials in a public place or private place out-of-doors without permission and consent of the city or the property owner may be evidence of a violation but is not alone sufficient to constitute a violation of this section. One or more of the following~~

~~must also exist before a law enforcement officer can find probable cause to issue a summons or to make an arrest:~~ Evidence of a violation of this section may include, but is not limited to, one or more of the following:

(1) Numerous items of personal belongings are present;

(2) The person is engaged in cooking activities;

(3) The person has built or is maintaining a fire;

(4) The person has engaged in digging or earth breaking activities;

(5) The person is asleep and when awakened states he or she has no other place to live; or

(6) The erection, use or occupation of any tent, hut, lean-to, shack or temporary shelter for sleeping purposes or the laying down of bedding, such as a blanket or sleeping bag or similar material for the purpose of sleeping.

(d) Except as provided for in subsection (e), whenever a law enforcement officer has probable cause to believe that a violation of this section has occurred, he or she shall advise the person of the violation and afford the person an opportunity to be transported by a law enforcement officer to a public shelter or a designated area established pursuant to F.S. 125.0231. The law enforcement officer shall advise the person that all of his or her personal property which is not taken to the public shelter or designated area, except that which is of no apparent utility or which is in an unsanitary condition, shall be inventoried and stored by the Bradenton Police Department for a maximum of 60 days, until reclaimed. If the person elects to be transported to a public shelter or designated area, the law enforcement officer shall make available such transportation as may be available for such purpose and the person making such election shall not be charged with a violation of this section. If the person refuses to be transported to a public shelter or designated area, then ~~such person may be charged with a violation of this section.~~ the law enforcement officer has authority to issue a summons or to make an arrest.

(e) Subsection (d) shall not apply to any person who cannot be properly identified, or is intoxicated by alcohol or drugs or who, within the ~~past~~ preceding year, was ~~previously~~ charged with a violation of this section or ~~who~~ was found to be lodging out-of-doors and elected to be transported to a public shelter or designated area. For purposes of this subsection, proper identification shall include, but not be limited to, a driver's license, a government or employment identity card with photograph or other form of identification, which would reasonably satisfy a ~~reasonable~~ law enforcement officer as to the identity of the person.

(f) Any personal property that was inventoried and stored by the Bradenton Police Department for a person transported to a shelter or a designated area under the provisions of this section which has not been reclaimed within 60 days of the date the

personal property was inventoried and stored shall be deemed abandoned and disposed of according to F.S. chapter 705.

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 immediately upon adoption and as provided by law.

FIRST READING	December 18, 2024
PUBLICATION DATE	December 27, 2024
SECOND READING	January 8, 2025

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 8th, day of January, 2025.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____
Scott Rudacille, City Attorney

4965435v1

AGENDA ITEM NO. 7.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4057 - FIRST READING
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 26, DEFERRED RETIREMENT OPTION PLAN; PROVIDING FOR SEVERABILITY OF PROVISIONS; PROVIDING FOR CODIFICATION; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for January 8, 2025.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Suggested revisions are below:

Period of Participation. A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed ~~sixty (60)~~ ninety-six (96) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall

constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous
sentence. DROP participants as of the effective date of the ordinance adopting this provision shall be permitted to extend their DROP participation up to the full ninety-six (96) months. A member may participate only once.

FINANCIAL IMPACT:
Please see the attached Actuarial Impact Statement.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for January 8, 2025.

ATTACHMENTS:
Ordinance 4057
Actuarial Impact Statement

ORDINANCE NO. 4057

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 26, DEFERRED RETIREMENT OPTION PLAN; 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 26, Deferred Retirement Option Plan, subsection (b)(3), Period of Participation, to read as follows:

* * * * *

(b) (3) *Period of Participation*. A member who elects to participate in the DROP under subsection (b)(2), shall participate in the DROP for a period not to exceed ~~sixty (60)~~ ninety-six (96) months beginning at the time his election to participate in the DROP first becomes effective. An election to participate in the DROP shall constitute an irrevocable election to resign from the service of the city not later than the date provided for in the previous sentence. DROP participants as of the effective date of the ordinance adopting this provision shall be permitted to extend their DROP participation up to the full ninety-six (96) months. A member may participate only once.

* * * * *

SECTION 2: 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 3: Specific authority is hereby granted to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Bradenton.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

SECTION 5: That this Ordinance shall become effective upon adoption.

FIRST READING, this 18th day of December, 2024.

PASSED AND ADOPTED ON SECOND READING, this 8th day of January, 2024.

_____
MAYOR

ATTEST:

_____
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

dm\brad\pol\11-06-23.ord

P: 954.527.1616 | F: 954.525.0083 | www.grsconsulting.com

December 3, 2024

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
Actuarial Impact Statement

Dear Ferrell:

As requested, we have prepared the enclosed Actuarial Impact Statement showing the first-year financial impact of the proposed ordinance which would amend the City of Bradenton Police Officers' Retirement System (Plan) as follows:

- Extend the current maximum period of DROP participation from 5 years (60 months) to 8 years (96 months). Current DROP members as of the ordinance adoption effective date would be allowed to extend their DROP participation to the full 8 years.

Please note that the impact of the proposed Plan change is being shown on the October 1, 2023 valuation results, which determine the required contribution for the fiscal year ending September 30, 2025, for illustrative purposes only. If the proposed ordinance is adopted, the first required contribution impacted would be for the fiscal year ending September 30, 2026 as determined by the upcoming October 1, 2024 actuarial valuation report.

The Statement must be filed with the Division of Retirement before the final public hearing on the ordinance. Please have a member of the Board of Trustees sign the Statement. Then send the Statement along with a copy of the proposed ordinance to Tallahassee.

Summary of Findings

- The Required City Contribution in the first year would decrease by approximately $2,700 or 0.03% of covered payroll.
- The Funded Ratio would remain unchanged at 86.9%.

Assumptions and Methods Used

The actuarial assumptions and methods used for this impact statement are the same as those used for the October 1, 2023 Actuarial Valuation Report, with the exception of the retirement rates (please refer

to page 5 for the rates used to value the proposed ordinance). If the proposed ordinance is adopted, we recommend that the retirement rates be monitored and revised periodically to reflect emerging experience.

Additional Disclosures

Please refer to the last two pages of this report for a discussion of risks associated with measuring the accrued liability and actuarially determined contribution.

This report was prepared at the request of the Board of Trustees and is intended for use by the Board and those designated or approved by the Board. This report may be provided to parties other than the Plan only in its entirety and only with the permission of the Board.

The purpose of this report is to describe the financial effect of the proposed plan changes. This report should not be relied on for any purpose other than the purpose described above. Potential effects on other benefit plans were not considered.

The calculations in this report are based upon information furnished by the Plan Administrator for the October 1, 2023 Actuarial Valuation concerning Plan benefits, financial transactions, plan provisions and active members, terminated members, retirees and beneficiaries. We reviewed this information for internal and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Plan Administrator.

The calculations are based upon assumptions regarding future events, which may or may not materialize. They are also based on the assumptions, methods, and plan provisions outlined in this report. Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law. If you have reason to believe that the assumptions that were used are unreasonable, that the plan provisions are incorrectly described, that important plan provisions relevant to this proposal are not described, or that conditions have changed since the calculations were made, you should contact the author of the report prior to relying on information in the report.

This report was prepared using our proprietary valuation model and related software which in our professional judgement has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

Jeffrey Amrose and Trisha Amrose are members of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein. The undersigned actuaries are independent of the plan sponsor.

This report has been prepared by actuaries who have substantial experience valuing public employee retirement systems. To the best of our knowledge the information contained in this report is accurate and fairly presents the actuarial position of the Plan as of the valuation date. All calculations have been made in conformity with generally accepted actuarial principles and practices, and with the Actuarial Standards of Practice issued by the Actuarial Standards Board and with applicable statutes.

We welcome your questions and comments.

Respectfully submitted,
Gabriel, Roeder, Smith & Company

Jeffrey Amrose, MAAA, FCA
Enrolled Actuary No. 23-6975

Trisha Amrose, MAAA, FCA
Enrolled Actuary No. 23-8010

Enclosures

This communication shall not be construed to provide tax advice, legal advice or investment advice.

CITY OF BRADENTON POLICE OFFICERS' RETIREMENT SYSTEM

Impact Statement – December 3, 2024

Description of Amendments

The proposed Ordinance would amend the Plan as follows:

> Extend the current maximum period of DROP participation from 5 years (60 months) to 8 years (96 months). Current DROP members as of the ordinance adoption effective date would be allowed to extend their DROP participation to the full 8 years.

Funding Implications of Amendment

An actuarial cost estimate is attached.

Certification of Administrator

I believe the amendment to be in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the Constitution of the State of Florida.

_____

For the Board of Trustees
as Plan Administrator

SUPPLEMENTAL ACTUARIAL VALUATION REPORT

Plan

City of Bradenton Police Officers' Retirement System

Valuation Date

October 1, 2023

Date of Report

December 3, 2024

Report Requested by

Board of Trustees

Prepared by

Gabriel, Roeder, Smith & Company

Group Valued

All active and inactive members of the Plan as of October 1, 2023.

Benefit Provisions Being Considered for Change

Extend the current maximum period of DROP participation from 5 years (60 months) to 8 years (96 months). Current DROP members as of the ordinance adoption effective date would be allowed to extend their DROP participation to the full 8 years.

Participants Affected

Current and future active members of the Plan, as well as current DROP members, on or after the effective date of the ordinance.

Actuarial Assumptions and Methods

Same as October 1, 2023 Actuarial Valuation Report, with the exception of the retirement rates:

Number of Years After First Eligibility for Normal Retirement	Probability of Normal Retirement	
	Current Rates	Proposed Rates
0	80 %	90 %
1	40	40
2	40	40
3	40	100
4	40	100
5	100	100

If the proposed ordinance is adopted, we recommend that the retirement rates be monitored and revised periodically to reflect emerging experience.

Some of the key assumptions/methods are:

Investment Return	7.30%
Salary Increase	6.7% to 9.1% per year depending on service
Cost Method	Individual Entry-Age Normal

Amortization Period for Change in Actuarial Accrued Liability Associated with Proposed Changes

30 years

Summary of Data Used in Report

See attached page; same as the data used for the October 1, 2023 Actuarial Valuation Report.

Actuarial Impact of Proposal(s)

See attached page(s)

Other Cost Considerations

None

Special Risks Involved with the Proposal That the Plan Has Not Been Exposed to Previously

None

ACTUARIALLY DETERMINED (REQUIRED) CONTRIBUTION (ADC)			
A. Valuation Date	October 1, 2023	October 1, 2023	
	Baseline	***Proposed Ordinance***	***Difference***
B. ADC to Be Paid During Fiscal Year Ending	9/30/2025	9/30/2025	
C. Assumed Date of Employer Contrib.	Biweekly	Biweekly	
D. Annual Payment to Amortize Unfunded Actuarial Liability	$ 1,262,425	$ 1,260,867	$ (1,558)
E. Employer Normal Cost	1,834,122	1,833,899	(223)
F. ADC as of the Valuation Date: D+E	3,096,547	3,094,766	(1,781)
G. ADC Adjusted for Frequency of Payments	3,209,943	3,208,096	(1,847)
H. ADC as % of Covered Payroll	37.71 %	37.68 %	(0.03) %
I. Assumed Rate of Increase in Covered Payroll to Contribution Year	4.00 %	4.00 %	
J. Covered Payroll for Contribution Year	8,853,779	8,853,779	0
K. ADC for Contribution Year: H x J	3,338,760	3,336,104	(2,656)
L. Estimated Credit for State Revenue in Contribution Year	600,000	600,000	0
M. ADC After State Contribution Applied in Contribution Year: K - L	2,738,760	2,736,104	(2,656)
N. Employer ADC as % of Covered Payroll in Contribution Year: M ÷ J	30.93 %	30.90 %	(0.03) %

ACTUARIAL VALUE OF BENEFITS AND ASSETS			
A. Valuation Date	October 1, 2023 ***Baseline***	October 1, 2023 ***Proposed Ordinance***	***Difference***
B. Actuarial Present Value of All Projected Benefits for			
1. Active Members			
a. Service Retirement Benefits	$ 39,092,958	$ 38,818,329	$ (274,629)
b. Vesting Benefits	2,002,890	2,002,890	0
c. Disability Benefits	2,523,069	2,397,522	(125,547)
d. Preretirement Death Benefits	449,683	431,775	(17,908)
e. Return of Member Contributions	416,956	416,939	(17)
f. Total	44,485,556	44,067,455	(418,101)
2. Inactive Members			
a. Service Retirees & Beneficiaries	70,752,437	70,752,437	0
b. Disability Retirees	6,220,860	6,220,860	0
c. Terminated Vested Members	2,599,438	2,599,438	0
d. Total	79,572,735	79,572,735	0
3. Total for All Members	124,058,291	123,640,190	(418,101)
C. Actuarial Accrued (Past Service) Liability (Entry Age Normal)	104,175,346	104,150,677	(24,669)
D. Actuarial Value of Accumulated Plan Benefits per FASB No. 35	N/A	N/A	N/A
E. Plan Assets			
1. Market Value	83,134,765	83,134,765	0
2. Actuarial Value	90,513,423	90,513,423	0
F. Unfunded Actuarial Accrued Liability	13,661,923	13,637,254	(24,669)
G. Actuarial Present Value of Projected Covered Payroll	74,596,287	73,258,635	(1,337,652)
H. Actuarial Present Value of Projected Member Contributions	5,306,873	5,213,237	(93,636)
I. Funded Ratio: E2 ÷ C	86.9%	86.9%	0.0%

CALCULATION OF EMPLOYER NORMAL COST			
A. Valuation Date	October 1, 2023 ***Baseline***	October 1, 2023 ***Proposed Ordinance***	***Difference***
B. Normal Cost for			
1. Service Retirement Benefits	$ 1,775,058	$ 1,777,813	$ 2,755
2. Vesting Benefits	178,251	179,186	935
3. Disability Benefits	219,057	215,164	(3,893)
4. Preretirement Death Benefits	43,519	43,072	(447)
5. Return of Member Contributions	78,914	79,341	427
6. Total for Future Benefits	2,294,799	2,294,576	(223)
7. Assumed Amount for Administrative Expenses	135,250	135,250	0
8. Total Normal Cost	2,430,049	2,429,826	(223)
9. Total as a % of Covered Payroll	28.54 %	28.54 %	0.00 %
C. Expected Member Contribution	595,927	595,927	0
D. Employer Normal Cost: B8-C	1,834,122	1,833,899	(223)
E. Employer Normal Cost as a % of Covered Payroll	21.54 %	21.54 %	0.00 %

PARTICIPANT DATA			
	October 1, 2023 *Baseline*	October 1, 2023 *Proposed Ordinance*	*Difference*
ACTIVE MEMBERS			
Number	102	102	0
Covered Annual Payroll	$ 8,513,249	$ 8,513,249	$ 0
Average Annual Payroll	$ 83,463	$ 83,463	$ 0
Average Age	35.3	35.3	0.0
Average Past Service	6.7	6.7	0.0
Average Age at Hire	28.6	28.6	0.0
RETIREES, BENEFICIARIES & DROP			
Number	99	99	0
Annual Benefits	$ 5,438,161	$ 5,438,161	$ 0
Average Monthly Benefit	$ 54,931	$ 54,931	$ 0
Average Age	62.3	62.3	0.0
DISABILITY RETIREES			
Number	19	19	0
Annual Benefits	$ 520,871	$ 520,871	$ 0
Average Monthly Benefit	$ 27,414	$ 27,414	$ 0
Average Age	61.6	61.6	0.0
TERMINATED VESTED MEMBERS			
Number	11	11	0
Annual Benefits	$ 289,140	$ 289,140	$ 0
Average Monthly Benefit	$ 26,285	$ 26,285	$ 0
Average Age	39.8	39.8	0.0

Risks Associated with Measuring the Accrued Liability and Actuarially Determined Contribution

The determination of the accrued liability and the actuarially determined contribution requires the use of assumptions regarding future economic and demographic experience. Risk measures are intended to aid in the understanding of the effects of future experience differing from the assumptions used in the course of the actuarial valuation. Risk measures may also help with illustrating the potential volatility in the accrued liability and the actuarially determined contribution that result from the differences between actual experience and the actuarial assumptions.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions due to changing conditions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period, or additional cost or contribution requirements based on the Plan's funded status); and changes in Plan provisions or applicable law. The scope of an actuarial valuation does not include an analysis of the potential range of such future measurements.

Examples of risk that may reasonably be anticipated to significantly affect the Plan's future financial condition include:

1. Investment risk – actual investment returns may differ from the either assumed or forecasted returns;
2. Contribution risk – actual contributions may differ from expected future contributions. For example, actual contributions may not be made in accordance with the Plan's funding policy or material changes may occur in the anticipated number of covered employees, covered payroll, or other relevant contribution base;
3. Salary and Payroll risk – actual salaries and total payroll may differ from expected, resulting in actual future accrued liability and contributions differing from expected;
4. Longevity risk – members may live longer or shorter than expected and receive pensions for a period of time other than assumed;
5. Other demographic risks – members may terminate, retire or become disabled at times or with benefits other than assumed resulting in actual future accrued liability and contributions differing from expected.

The effects of certain trends in experience can generally be anticipated. For example if the investment return is less (or more) than the assumed rate, the cost of the Plan can be expected to increase (or decrease). Likewise if longevity is improving (or worsening), increases (or decreases) in cost can be anticipated.

The computed contribution amounts may be considered as a minimum contribution that complies with the pension Board's funding policy and the State statutes. The timely receipt of the actuarially determined contributions is critical to support the financial health of the Plan. Users of this report should be aware that contributions made at the actuarially determined rate do not necessarily guarantee benefit security.

Risk Assessment

Risk assessment was outside the scope of this report. Risk assessment may include scenario tests, sensitivity tests, stochastic modeling, stress tests, and a comparison of the present value of accrued benefits at low-risk discount rates with the actuarial accrued liability. We are prepared to perform such assessment to aid the Board in the decision making process.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kelly Thomas, Event Review Committee
ITEM TYPE:	Special Event
AGENDA SECTION:	NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL
SUBJECT:	De Soto Heritage Festival Grand Parade
SUGGESTED ACTION:	Event Review Committee recommends approval of the parade site plan and application with compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is the annual De Soto Heritage Festival Grand Parade on April 26, 2025, that will have a parade route along Manatee Avenue to 43rd Street West. They have an expectation of 25,000 attendees.

SUGGESTED MOTION:
Motion to approve the De Soto Heritage Festival Grand Parade with the stipulations recommended by staff.

ATTACHMENTS:
De Soto Grand Parade Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: HERNANDO DESOTO HISTORICAL SOCIETY

Date of Application: 11/20/2024

Contact Name: GUS SOKOS

Contact Phone 1: 941-747-1998

Contact Email: MANAGER@DESOTOHQ.COM

Contact Phone 2: 941-920-4046

Address: 605 17th Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: DESOTO HERITAGE FESTIVAL GRAND PARADE

Event Date: 04/26/2025

Purpose of Event: Parade

Description of Event: Annual Heritage Festival Parade on Manatee Ave W

Event Location: Manatee Ave W from US301 (1st Street W) to 43rd Street W

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4/26/2025	Saturday	12:00PM	6:30PM	3,000
Event Day 1	4/26/2025	Saturday	6:30PM	11:00PM	25,000
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 85

Past Attendance: 25,000

(03/2022)

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

Will any tents be used for the event? Yes (No)

Tent Size	Number of Tents	Tent Location

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

Will a stage be used for the event? Yes (No)

Will the event require electricity? (Yes) No Type of electrical power: AC

Will a generator be used? (Yes) No Size of generator: 3 Light Towers with Generators

Will gas equipment be used? (Yes) No Type of fuel source: Gasoline for light towers/generators

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? Yes (No)

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

_____

_____

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

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

Describe any additional event activities.

_____

_____

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? (Yes) No

Solid Waste Service? (Yes) No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? (Yes) No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Gus Sokos, applicant/event organizer for DeSoto Heritage Festival Grand Parade (event), scheduled for (date&hours), 4/26/2025, from 12 Noon to 11PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando DeSoto Historical Society
Organization

GUS SOKOS, Executive Director
Typed or Printed Name and Title

11/21/24
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

Hernando DeSoto Historical Society
Organization

GUS SOKOS, Executive Director
Typed or Printed Name and Title

11-21-24
Date

(03/2022)

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

Name of Requestor: GUS SOKOS, Executive Director

Name of Organization: Hernando DeSoto Historical Society

Street Address: 605 17th Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-747-1998 Email: manager@DeSotoHQ.com

Name of Event: DeSoto Heritage Festival Grand Parade

Start Date: 4/26/2025 End Date: 4/26/2025 Start Time: 12 Noon End Time: 11PM

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

ROADS CLOSING FROM 12 NOON TO 11PM:
Manatee Avenue W from 1st Street W to 14th Street W

ROADS CLOSING FROM 4PM TO 11PM:
Manatee Avenue W from 14th Street W to 43rd St W

ROADS CLOSING FROM 6PM TO 11PM
US41 BUS (Green Bridge) Southbound from Riverside Dr (Palmetto) to 6th Ave W (SR64)
US41 BUS Northbound from 6th Ave W (SR64) to 4th Ave W
43rd Street W from 9th Ave W to Manatee Ave (SR64)

Proposed detour route (include alternative road and map):

See attached MOT

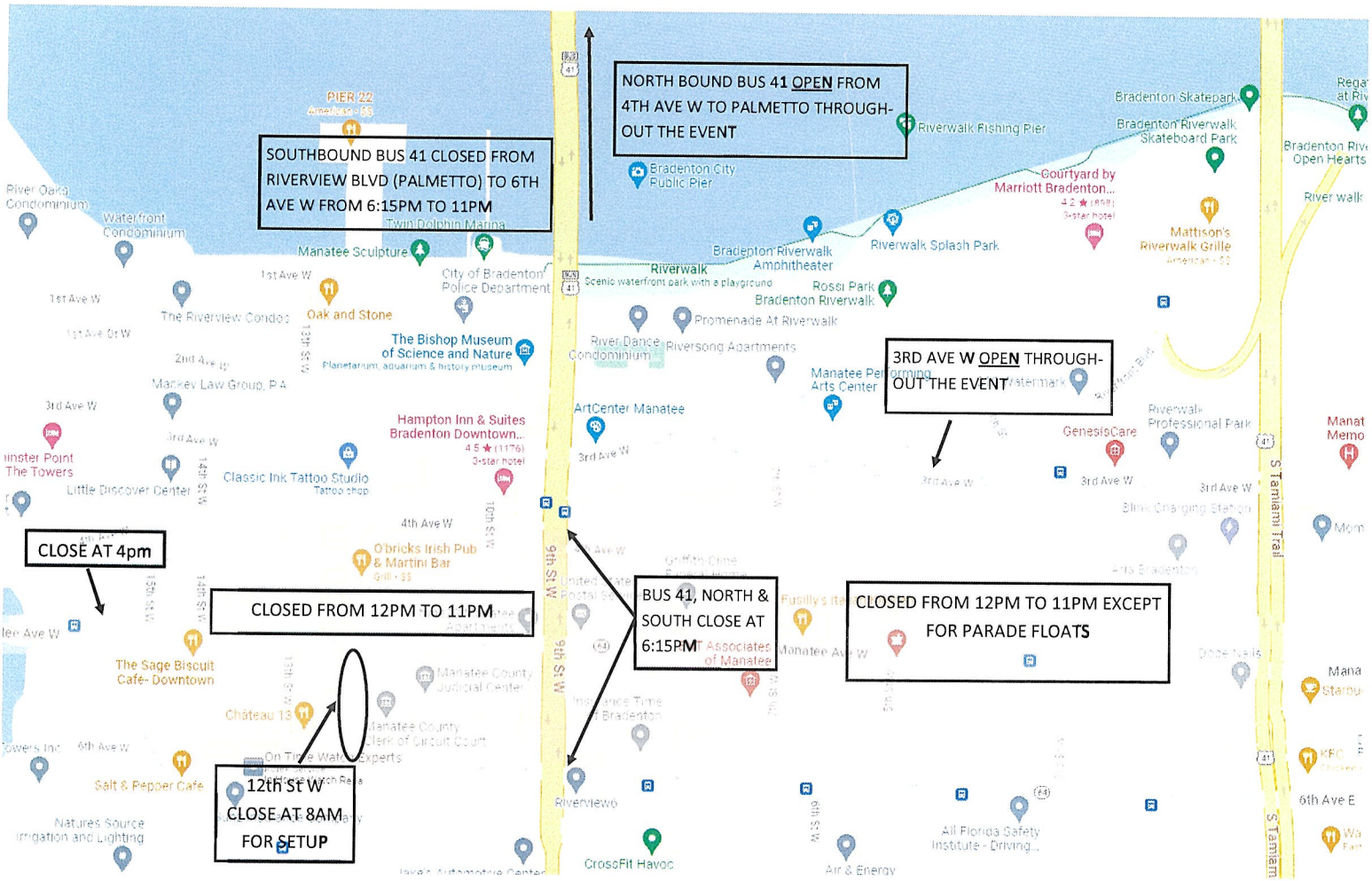
Additional notes and comments:

DESOTO HERITAGE FESTIVAL GRAND PARADE EVENT ROUTE MAP



PARADE BEGINS AT SR64 AND US 301/41. PARADE TRAVELS WEST ON SR64 ENDING AT 43RD STREET WEST.

DESOTO PARADE DOWNTOWN ROAD CLOSURES—6:30pm PARADE START



AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	December 18, 2024
SUBMITTED BY:	Kelly Thomas, Event Review Committee
ITEM TYPE:	Special Event
AGENDA SECTION:	NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL
SUBJECT:	De Soto Heritage Festival Grand Parade Block Party
SUGGESTED ACTION:	Event Review Committee recommends approval with the following stipulations: City of Bradenton to block access to 6th Avenue West to ensure safety for all attendees, 4 Public Works staff onsite, port-o-lets onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a family friendly event to be held before and during the De Soto Grand Parade on April 26, 2025. The block party will be held on 12th Street West between Manatee Avenue and 6th Avenue West. There will be a bounce house, alcohol sales, music, and food trucks.

SUGGESTED MOTION:
Motion to approve the De Soto Grand Parade Block Party with the stipulations recommended by staff.

ATTACHMENTS:
Desoto Grand Parade Block Party Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Hernando deSoto Historical Society Date of Application: 11/21/24

Contact Name: Gus Sokos Contact Phone 1: 941-920-4046

Contact Email: manager@desotohq.com Contact Phone 2: 941-747-1998

Address: 605 17th Av W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Grand Parade Block Party Event Date: 4/26/25 ~~4/27/24~~

Purpose of Event: Entertainment

Description of Event: Family Friendly Pre Parade gathering

Event Location: 12th St W - Between Manatee Av & 6th Avenue

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4-26-25	Saturday	NOON		
Event Day 1	4-26-25	"	3PM	9:30 PM	~~Pre Parade~~ 500-1,000
Event Day 2					
Event Day 3					
Break Down			9:30 PM	11 PM	

Number of years event has been held: 1 Past Attendance: _____

(03/2022)

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

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
10 x 10	8 - 10	12 th Street W

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

Will a stage be used for the event? (Yes) No

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

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Food Trucks

Will cooking equipment be used? (Yes) No

Method/type of cooking equipment

Charcoal grills (Food trucks) Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? (Yes) No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Same stage as per downtown CoB sponsored events

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

As per DeSoto Grand Parade application

Application Review

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

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

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

Rental Contract

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

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

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

I, Gus Sokos, applicant/event organizer for #DHS (event), scheduled for (date&hours), 4-26-2025, from noon to 11pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

Gus D Sokos
Typed or Printed Name and Title

11/21/24
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Signature of Applicant/Event Organizer

Hernando de Soto Historical Society
Organization

Gus D Sokos
Typed or Printed Name and Title

11/21/24
Date

(03/2022)

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

Name of Requestor: Gus Sokos

Name of Organization: Hernando DeSoto Society

Street Address: 605 17th Avenue West

City: Bradenton State: FL Zip: 34205

Telephone: 941 920-4046 Email: manager@desotohq.com

Name of Event: DeSoto Grand Parade Block Party

Start Date: 4/26/25 End Date: 4/26/25 Start Time: noon End Time: 11pm

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

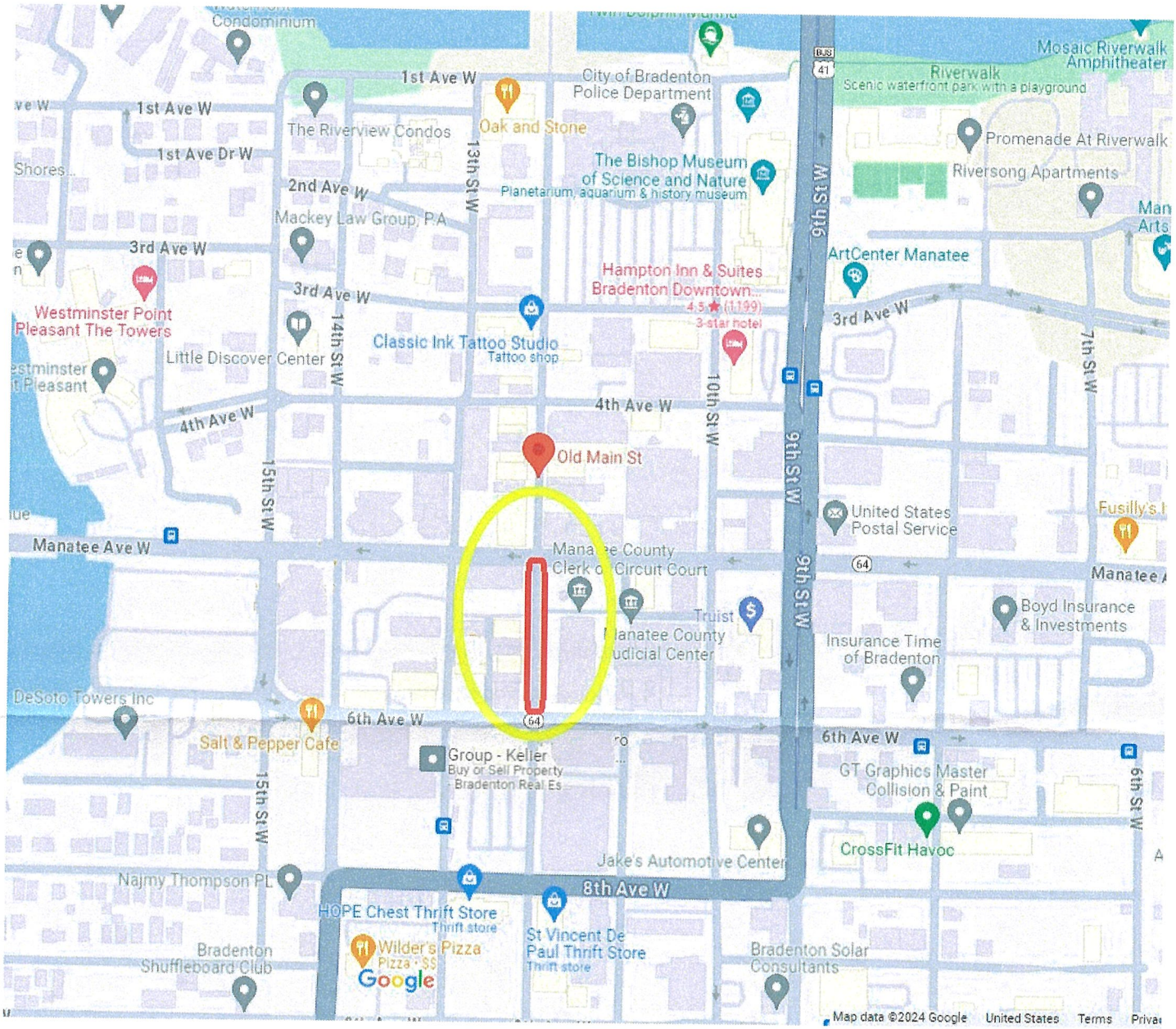
12th Street West
between
Manatee Ave. W.
and
6th Ave. W.

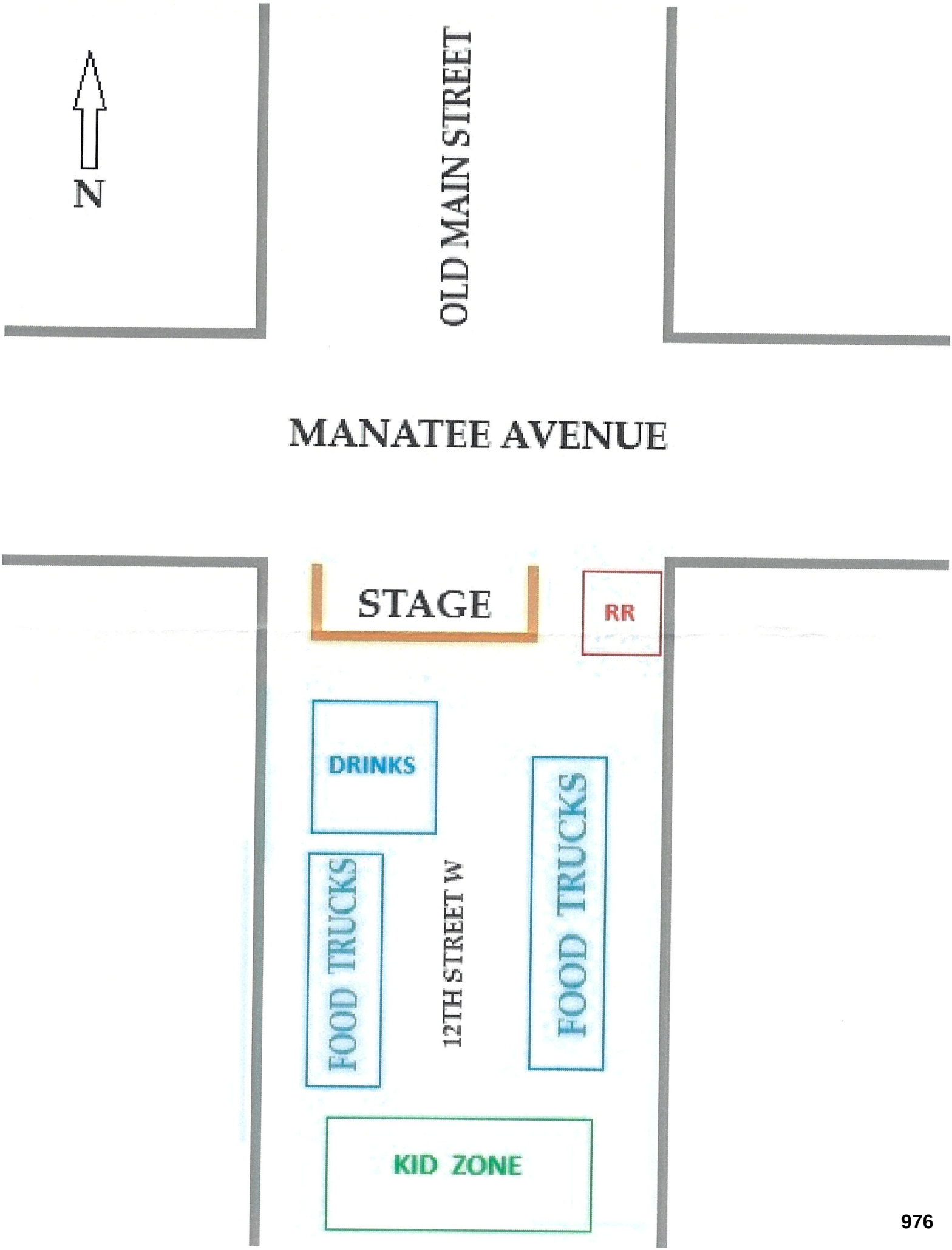
Proposed detour route (include alternative road and map):

Additional notes and comments:

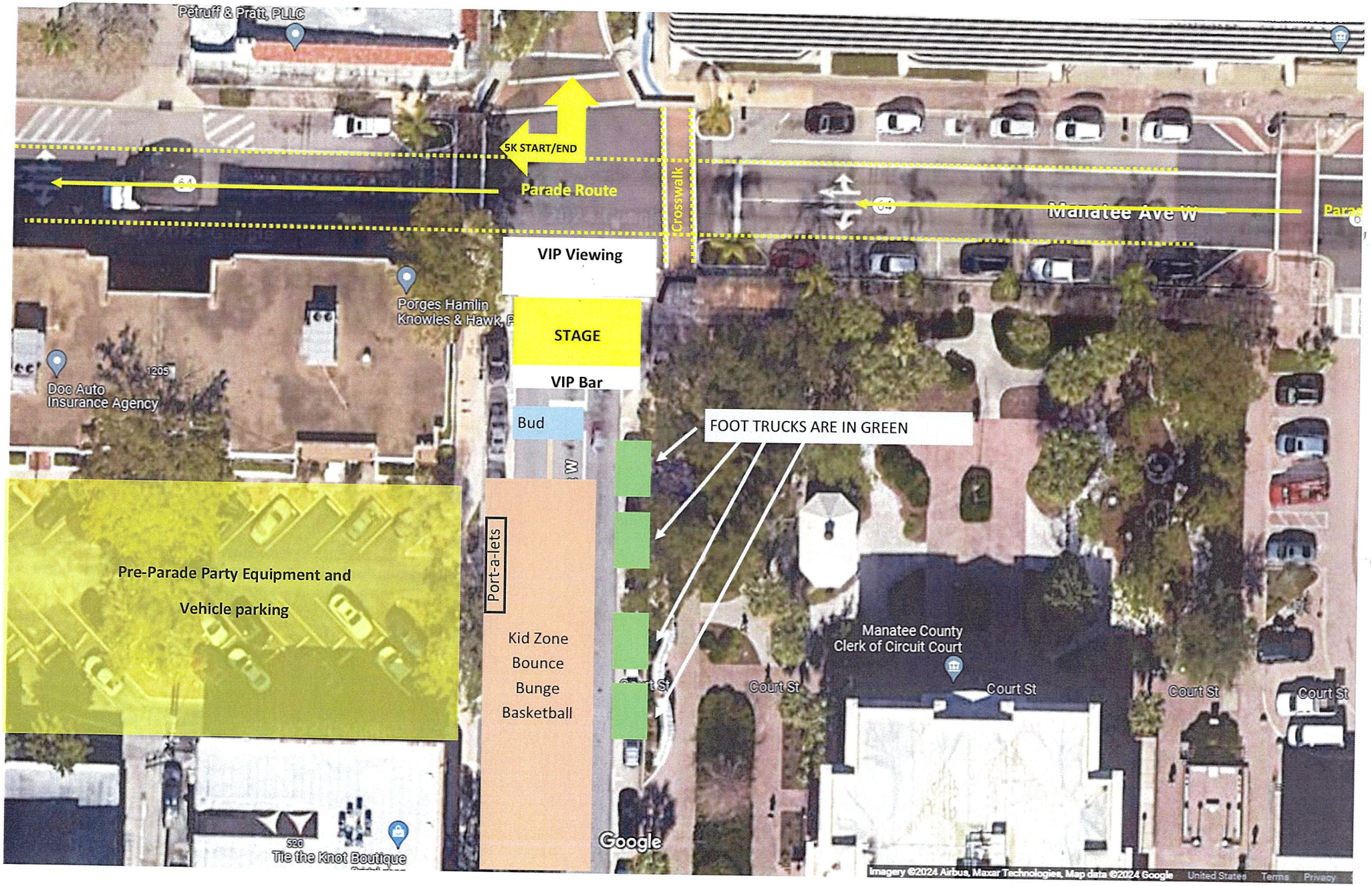
Block party area only.

(03/2022)


Condominium
1st Ave W
1st Ave W
1st Ave Dr W
The Riverview Condos
Oak and Stone
City of Bradenton Police Department
Mosaic Riverwalk Amphitheater
Riverwalk
Scenic waterfront park with a playground
Promenade At Riverwalk
Riversong Apartments
The Bishop Museum of Science and Nature
Planetarium, aquarium & history museum
13th St W
2nd Ave W
Mackey Law Group, P.A
3rd Ave W
Hampton Inn & Suites Bradenton Downtown...
4.5 (1,199)
3-star hotel
ArtCenter Manatee
3rd Ave W
Westminster Point Pleasant The Towers
Little Discover Center
14th St W
Classic Ink Tattoo Studio
Tattoo shop
7th St W
10th St W
4th Ave W
4th Ave W
Old Main St
9th St W
15th St W
United States Postal Service
Manatee Ave W
Manatee County Clerk of Circuit Court
Truist
Manatee County Judicial Center
Boyd Insurance & Investments
Insurance Time of Bradenton
DeSoto Towers Inc
6th Ave W
Salt & Pepper Cafe
Group - Keller
Buy or Sell Property - Bradenton Real Es
6th Ave W
GT Graphics Master Collision & Paint
15th St W
CrossFit Havoc
Jake's Automotive Center
Najmy Thompson PL
8th Ave W
HOPE Chest Thrift Store
Thrift store
St Vincent De Paul Thrift Store
Thrift store
Wilder's Pizza
Pizza · $$
Google
Bradenton Shuffleboard Club
Bradenton Solar Consultants
Map data ©2024 Google
United States
Terms


N
OLD MAIN STREET
MANATEE AVENUE
STAGE
RR
DRINKS
FOOD TRUCKS
12TH STREET W
FOOD TRUCKS
KID ZONE

DESOTO PRE-PARADE PARTY SITE MAP 4-26-25



AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Lance Williams, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Vacation Payout Options

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Council will be presented four options as it relates to vacation payout for City employees.

SUGGESTED MOTION:
Motion to approve option _____ as presented for vacation payout.

ATTACHMENTS:

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: No action is required.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

SUGGESTED MOTION:
No motion is required.

ATTACHMENTS:

AGENDA ITEM NO. 8.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Contract

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

SUBJECT: Conveyance of "Avenue of the Arts Property" located at 3rd Avenue West - Art Centre Manatee/Mixed Use/Multi-Family Project to Manatee Land Investors, LLC

SUGGESTED ACTION: Approve Purchase & Sale - Transactional Documents

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Purchase & Sale Agreement and transactional documents will effectuate a conversion of the current long term ground lease of 75 remaining years between the City of Bradenton and successors to Bradenton Riverfront Partners II, LLC, which expires on June 30, 2101, into a fee simple transfer and conveyance of real estate. This is the remainder of the "sandpile" property which contains approximately 4 acres of developable land and additional common areas. The conveyance will include a caveat that City Council will approve the proposed Site Plan, which is substantially the same as the one previously approved. The purchase price will be $1,100,000.00, which represents the present value under the lease at an approximately 7.5% discount rate. The purchaser will pay $550,000.00 at the time of conveyance and provide a secured Note (subordinate to lenders only) with a 4.5% interest rate. The balance of the purchase price is due and will be paid upon refinancing or sale by purchaser. A condition of the sale is that the purchaser donate an approximately .32-acre parcel to Art Centre Manatee and an approximately 1.34 acres to the Manatee Performing Arts Center. In addition, maintenance responsibilities for common beneficial areas such as

stormwater retention areas, parking and roadways will be equally shared by the adjacent residential property owners (River Dance Condominium and River Song Apartments).

The Purchase & Sale and Transactional Documents will be provided to City Council for review on or before December 17, 2024.

FINANCIAL IMPACT:
$550,000.00 to the City of Bradenton at time of sale, with Note for remaining $550,000.00 with a 4.5% interest rate.

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve the Purchase & Sale Contract and Transaction Documents and execution by Mayor.

ATTACHMENTS:
REC Analysis
Proposed Site Plan
Conservatory Rendering
Art Center Rendering

REC | Regional Economic Consulting Group

A Net Present Value of an Existing Lease Agreement and Potential Ad Valorem Revenues

Net Present Value of an Existing Lease Agreement

		Cumulative Value	
Beginning 2024	Payments	Discount	Present
2030	$423,354	$156,232	$267,122
2040	$1,108,332	$553,147	$555,185
2050	$2,091,707	$1,329,456	$762,251
2060	$3,503,469	$2,592,375	$911,094
2070	$5,530,236	$4,512,150	$1,018,085
2080	$8,439,921	$7,344,928	$1,094,993
2090	$12,617,151	$11,466,876	$1,150,275
Full Term Value	**$18,614,105**	**$17,424,091**	**$1,190,013**

As of 2023, the annual lease payment is set at $70,928. This amount is subject to annual adjustments to account for changes in economic conditions, specifically tied to inflation and risk. Each year, the lease payment may increase by either the rate of inflation or a maximum of 3.75%, whichever is lower. The adjustment is implemented biennially. This mechanism ensures that the payments remain in alignment with prevailing economic trends. The cumulative total of lease payments is expected to reach approximately $423,354 million by 2030.

The “Payments” column shows a 40% discount, as the development donates 40% of the land to support the city’s art centers. This donation will be valued at $30,499 in the first year, reflecting the lease payment less supporting local arts.

As time progresses, the cumulative payments are anticipated to grow significantly, reaching an estimated $3.5 million by 2060. This increase is indicative of the lease agreement's long-term

financial implications. Furthermore, the total cumulative lease payments will reach $18.6 million by 2101.

The discount rate is set at 7.16%. This figure is derived from a combination of 30-year Treasuries and inflation. Moving forward, inflation is assumed to average 2.78%. Sources for the discount rate include the US Treasury, S&P November 2024 Forecasts, and the Bureau of Labor Statistics.

By 2030, the total lease payments will have been discounted by $156,232 to account for risk and inflation. By 2060, the total payments will be reduced by $2.6 million. By the end of the term, the nominal payments will have decreased by $17.4 million between 2024 and 2101.

The present value calculates the cumulative payments, adjusting for risk and inflation. By 2030, the present value of all payments received up to that year is estimated to be $267,122. By 2060, the present value of all payments received will be approximately $911,094. According to our calculations, the full lease term, when adjusted to present value, amounts to $1.2 million.

Potential Ad Valorem Revenues

	Annual Value		Cumulative Value	
Year	***Ad Valorem***	***Present***	**Ad Valorem**	**Present**
2026	***$358,777***	***$358,777***	**$358,777**	**$358,777**
2030	***$388,352***	***$274,970***	**$1,867,090**	**$1,577,409**
2035	***$428,772***	***$197,179***	**$3,928,508**	**$2,708,559**
2040	***$473,399***	***$141,396***	**$6,204,480**	**$3,519,699**
20 Year Impact	***$522,670***	***$101,394***	**$8,717,338**	**$4,101,363**

Two versions of ad valorem estimates are provided. The first is a point estimate of the expected payments for a single year, along with the theoretical present value of those payments. The second set of calculations offers the cumulative value of ad valorem collections for comparison with the present value of the lease mentioned above.

The calculations assume that an apartment complex will be developed with 154 units, each renting for an average of $2,000 monthly. These figures are based on the 50th percentile of federal fair

market rent in the North Port-Sarasota-Bradenton MSA for 2- and 3-bedroom apartments and information regarding potential development.

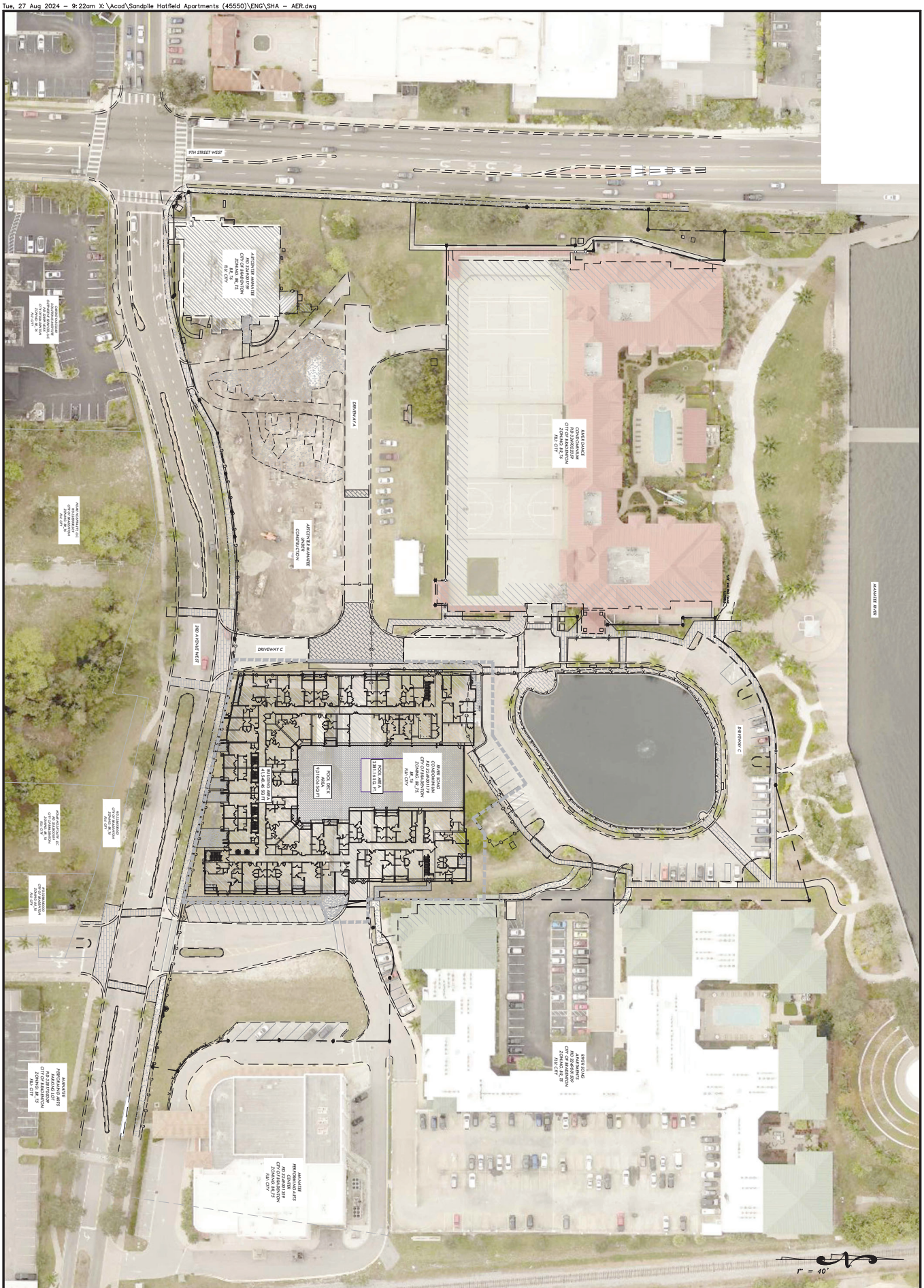
Rent is expected to increase by 2% each year. The valuation considers a 20-year timeframe, factoring in the number of units and the monthly rent. A millage rate 5.7101 is applied to the property's value to estimate ad valorem tax collections.

In 2026, Bradenton is expected to collect in Ad Valorem taxes $358,777 in present value terms. By 2040, the city would collect $473,399 in ad valorem for that year, equating to $141,396 in today's dollars. After 20 years, an annual collection of $522,670 would amount to $101,394 in current value.

A cumulative value is provided to better compare the lease's value with potential ad valorem collections. Using 2040 as a benchmark year, a total of $6.2 million would be collected between 2026 and 2040, which amounts to approximately $3.5 million in cumulative present-day dollars. In contrast, lease payments received by Bradenton between 2024 and 2040 would total $1.1 million, valued at $555,185 in today's dollars.

The Group wishes to point out that any economic impact of a project may lead to additional ripple effects from increased spending by new residents or visitors. New development can open up various revenue avenues. For instance, individuals living in apartments are likely to spend money on general goods and services. Therefore, we could see new revenues not considered in this analysis.

Tue, 27 Aug 2024 – 9:22am X:\Acad\Sandpile Hatfield Apartments (45550)\ENG\SHA – AER.dwg



DESIGNED RLM
DRAWN RLM
DATE 6/17/2024
JOB NO. 45550
SCALE 1" = 40'
SHEET

AERIAL SITE PLAN
FOR
SANDPILE HATFILED APARTMENT
LOCATED IN
SECTION 26, TOWNSHIP 34 SOUTH, RANGE 17 EAST
BRADENTON, FLORIDA

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ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LC 0000365
201 5th AVENUE DRIVE EAST BRADENTON, FL 34208
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

ROBERT LEE MARSHALL
PROFESSIONAL ENGINEER #87480
SIGNATURE


SARA'S ST DIO


herrig
center for the ARTS

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Collective Bargaining Agreement with the Florida Police Benevolent Association (Lieutenants)

SUGGESTED ACTION: Approve collective bargaining agreement between the City of Bradenton and the Florida PBA (Lieutenants)

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On November 18, 2024, the City of Bradenton and the Police Benevolent Association, (Lieutenants), reached a Tentative Agreement on Article 34, Pension, that was ratified by the union on November 22, 2024. Requesting approval of Collective Bargaining Agreement effective October 1, 2023 through September 30, 2026.

FINANCIAL IMPACT:
Per agreement

ATTORNEY REVIEW/RECOMMENDATION:
City of Bradenton Labor Attorney, Greg Hearing from Bush, Graziano, Rice & Hearing, P.A.

SUGGESTED MOTION:
Motion to approve the collective bargaining agreement with the Florida PBA (Lieutenants), effective October 1, 2023 through September 30, 2026, as ratified on November 22, 2024.

ATTACHMENTS:
PBA Contract (Lieutenants) 2023-2026
PBA Proposal for Article 34

A

Contract Between

The City of Bradenton, Florida

And

Florida Police Benevolent Association

(Lieutenants)

Effective

October 1, 2023

Through

September 30, 2026

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AGREEMENT

This Agreement is entered into effective October 1, 2023 between the City of Bradenton, Florida, hereinafter referred to as the "City" or "Employer" and the Florida Police Benevolent Association, Inc., hereinafter referred to as the "PBA."

PREAMBLE

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. There shall be no individual arrangement contrary to the terms provided herein.

ARTICLE 1
RECOGNITION

The City hereby recognizes the PBA as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes, and all rules and regulations promulgated thereto, for all employees within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1483, dated June 3, 2004. The bargaining unit includes all permanent/full time employees employed by the City of Bradenton Police Department in the classifications of Police Lieutenant.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1.
Except as expressly limited by any provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to subcontract its operations in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project; to establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to establish, implement and maintain an effective Internal Security Procedure; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.
If it is determined in the sole discretion of the City that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, providing that wage rates, overtime and other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this agreement.

Section 3.
The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement by reason of PBA membership or activity or lack of PBA membership or activity.

ARTICLE 4
DUES DEDUCTION

Section 1.
Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA membership dues. The following form shall be provided by the City.

AUTHORIZATION FOR DEDUCTION OF PBA DUES

I hereby authorize the City of Bradenton to deduct from my wages the current bi-weekly PBA dues and to transmit this amount to the Treasurer of the PBA.

I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

_____ _____
Date Signed

_____
Employee Number

Section 2.
The PBA will initially notify the City as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA dues shall be similarly certified to the City and shall be done at least 60 days in advance of the effective date of such change.

Section 3.
Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

Section 4.
The payroll deduction shall be revocable by the employee notifying the City in writing on the following form:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the City of Bradenton to stop deducting from my wages the current normal bi-weekly dues for the PBA.

I understand that I am responsible to review my own paycheck and to make sure that the deductions have been stopped.

_____ _____

Date Signed

_____

Employee Number

THE CITY SHALL NOTIFY PBA OF ANY REVOCATION.

Section 5.
The City shall deduct $60.00 as an annual service fee from the PBA to cover the Administrative costs involved in dues deductions. The amount will be invoiced to the PBA in October of each year.

Section 6.
In the event of a properly filed revocation by a member, failure to stop deducting the dues shall result in the City paying to the member all dues deducted after receipt of said notice.

ARTICLE 5
PBA REPRESENTATION

Section 1. PBA Representation During Collective Bargaining Negotiations

A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The PBA will furnish the City with a written list of the PBA's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.

B. The employer shall recognize PBA representatives for the purpose of collective bargaining as authorized by the President of the PBA.

C. The employer will make every effort to release recognized PBA officials, who are Police Department employees, to participate in collective bargaining negotiation sessions as representatives of the PBA.

Section 2. PBA Representation During The Term of The Contract

A. The names of all PBA representatives shall be given in writing to the City as well as any change in such list prior to the effective date of their assuming duties of representation.

B. The employer shall recognize two (2) PBA representatives, as authorized by the President of the PBA or his or her designee for the conduct of Labor/Management relations between the employer or Police Department.

C. Recognized PBA representatives who are employees of the Bradenton Police Department, shall be allowed to communicate official PBA business to employees prior to being checked on duty and after the employees have been checked off duty at the end of their shift. City work hours shall not be used by employees or PBA representatives for conducting Union meetings or the promotion of Union affairs.

Section 3. Indemnification

The City of Bradenton shall defend members of the bargaining unit against civil and criminal prosecution in accordance with Florida Statutes, as these laws may be amended from time to time.

Section 4.

Up to two (2) PBA bargaining unit representatives shall be permitted to attend each bargaining session without the need to utilize PBA business pool time and without loss of pay or accrued leave.

ARTICLE 6
P.B.A. BUSINESS

Section 1.
PBA officials who are employees of the Bradenton Police Department and recognized by the Employer as PBA representatives may be granted time off, up to a maximum of two employees in any one instance, by departmental management to conduct business in connection with the Florida Police Benevolent Association, Inc.

Time off for PBA business will be without loss of straight time pay by using pool time, provided:

A. A written request for the use of PBA pool time is submitted through the chain of command to the appropriate superior officer at least seventy-two (72) hours in advance of the time off, or verbal permission may be obtained from the representative's immediate supervisor in the case of unforeseen emergencies.

B. Sufficient personnel are available on his or her regular shift to properly staff the Department/unit during the absence of the PBA officials as determined by the appropriate superior officer.

C. Approval by the appropriate superior officer in advance of the use of pool time, except in emergencies as provided in A above.

Section 2.
Employees covered by this agreement may donate a minimum of one (1) hour of compensatory time per year toward a PBA business pool time account.

Section 3.
Unused time in the PBA business pool time account will be carried into the next fiscal year.

ARTICLE 7
BULLETIN BOARD

Section 1.
The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

a) Notices of PBA elections and results of elections.
b) Notices of PBA meetings and minutes of same.
c) Notices of PBA recreational and social affairs.
d) Notices to PBA members concerning wages, hours and working conditions.
e) Notices that are approved, in writing, by the Chief. The Chiefs decision shall be final and shall not be subject to the grievance procedure.

All notices posted shall be signed by an Officer of PBA and a duplicate copy of each notice shall be delivered or faxed to the office of the Chief at the time the notice is posted.

Any material found on the Bulletin Board, not in compliance with this Section, shall be removed by an appropriate City Official and given to the appropriate PBA Official.

Section 2.
All costs in preparing and posting of PBA notices shall be borne by the PBA.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1.
The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this Grievance and Arbitration procedure, but only to the extent set forth below. In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement. The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.

Section 2.
A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall contain a short statement of the facts giving rise to the grievance, the section(s) of the agreement alleged to have been violated, the date(s) of the alleged violation, the specific remedy sought, the date of submission and response from the Informal Step (if applicable), and shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the same information shall be included but the grievance will be signed by an officer of the Union, who shall also identify the employees on whose behalf the grievance is filed. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section(s) so identified. Discipline shall be subject to this grievance procedure only where it involves the suspension, demotion or discharge of employees other than those in an initial probationary period. Oral or written reprimands may only be grieved through Step 2. An employee on a promotional probationary period may not grieve a return to the former rank held. Moreover, where a matter regarding discipline could be appealed through multiple forums, then only one appeal shall be permitted, with the grievant electing the process to be used at the outset pursuant to Section 447.401, Florida Statutes.

At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have the Union representative in attendance to assist him or her. For the purpose of this article, workdays shall not be defined with reference to the individual Grievant or Grievants, but rather shall mean 0800 to 1700 hours, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance was filed in a timely manner.

Section 3.
The grievance procedure shall be administered in the following manner:

Informal Step: The aggrieved employee shall meet with the City non-bargaining unit supervisor at the lowest level capable of resolving the grievance and shall orally discuss the

grievance within five (5) working days of when the Grievant knew or should have known of the event giving rise to the grievance. If the individual to whom the grievance has been presented orally lacks the authority to resolve the grievance, he or she shall refer the Grievant to the appropriate management official. The official shall make a decision and orally communicate it to the Grievant within five (5) working days of presentation of the grievance. Only individual, and not class grievances are subject to the Informal Step. The failure of an employee to present a grievance at the informal step shall not be a basis for denial if the grievance is timely presented at Step 1.

Step 1. The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the Deputy Chief or designee. The filing of a grievance shall be done within ten (10) working days of when the Grievant knew or should have known of the event giving rise to the grievance or receipt of the informal Step response, as applicable.

The Deputy Chief or designee shall meet with the Grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the Grievant within ten (10) working days from the date of the meeting.

Step 2. If the grievance is not resolved at Step 1, the Grievant shall present the original grievance, together with the Deputy Chiefs or designee's response, to the Police Chief or designee, within ten (10) working days of the date the Grievant received the Deputy Chiefs or designee's response. The Grievant may at the time of appeal to Step 2 request a meeting with the Police Chief or his/her designee. Upon receipt of the grievance, the Police Chief may request a meeting with the Grievant. Within ten (10) working days of the later of his or her receipt of the grievance or a meeting held pursuant to Step 2, the Police Chief or his/her designee shall provide an answer to the grievance.

Section 4.
If the grievant is dissatisfied with the grievance resolution issued by the Police Chief, the grievance may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

a) Within ten (10) working days from the decision of the Police Chief or designee at Step 2, the Union must notify the Chief of its intention to arbitrate. Within fifteen (15) working days of the notice of intent to arbitrate, the Police Chief and the Union shall meet for a final opportunity to resolve the grievance. If that effort is unsuccessful, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list.

Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five

(5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be borne by the losing party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

b) The arbitrator shall arbitrate only the issues presented.

c) In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause," as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the City. If the arbitrator finds that "Just Cause" existed, the discipline must be sustained. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the City occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its inclusion in the same disciplinary grouping as the transgression which is the subject of the arbitration.

d) Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the Grievant.

e) All time limits set forth in the above Article may be extended by mutual written agreement of the parties.

ARTICLE 9
STRIKES AND LOCKOUTS

Section 1.
The PBA agrees that during the term of this Agreement it will not authorize, instigate, condone, excuse, ratify or acquiesce in any strike, slowdown, work stoppage, picketing or any other like or similar activity likely to interfere with the efficient operation of the City's affairs. Moreover, should such activity occur, the PBA agrees to expressly and publicly disavow support for such activity.

Section 2.
Should the PBA or its member employees included in the collective bargaining unit breach this Article, then the City may proceed to a court of competent jurisdiction, and without notice, obtain an injunction against PBA and/or its member employees. The City may also take any other action authorized or required by law.

Section 3.
Should any member of the bargaining unit engage in the activity proscribed in Section I of this Article, the member shall be subject to the penalties provided by law. The City retains all its inherent and explicit managerial rights to take disciplinary action against any member who engages in such activity, and such discipline as may be imposed, shall not be subject to arbitration. Nor shall any other part of this article be subject to arbitration

ARTICLE 10
FUNERAL LEAVE

Section 1.
All full time employees may be granted, upon approval of the Chief, time off with pay in the event of death in his or her immediate family. All bargaining unit members shall be granted up to forty hours of leave.

Section 2.
The employee's immediate family shall be defined to include the spouse, parents, step- parents, grandparents, brothers, sisters, children, grandchildren, and stepchildren of both the employee and spouse or any other persons approved by the Chief of Police or her designee.

Section 3.
Funeral leave shall not be charged to vacation or sick leave.

Section 4.
Should an employee require additional time other than provided in Section 1 of this Article, he or she may request the additional time from the Chief. Additional time may be approved in the sole discretion of the Chief. If the Chief approves additional time, it will be charged to vacation leave or compensatory time, if sufficient hours have been accrued.

Section 5.
Within 30 days of the death of the immediate family member, the employee shall provide the Chief with proof of death, if requested, before compensation is approved.

ARTICLE 11
MILITARY LEAVE

Section 1.
Employees covered by this Agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty status. The City of Bradenton and the Union agree to act in accordance with Federal Laws and the City of Bradenton Employee Handbook with regards to Military Leave. The City of Bradenton will provide 30 workdays of military leave to Employees covered by this agreement in any one City Fiscal year (October 1 to September 30).

Section 2.
The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty as permitted and to the extent required by law. Such order or statement must accompany the formal request for military leave.

Section 3.
Employees who are members of the United States military or Florida State National Guard shall be excused from work to attend inactive duty training as required.

Section 4.
Employees called into active military service shall have all reinstatement rights guaranteed by state and/or federal law so long as any requirements stated therein are met. Disputes regarding such rights shall be resolved by the procedures established at law and not by arbitration under this Agreement.

ARTICLE 12
HOLIDAY LEAVE BENEFITS

Section 1.
The following holidays shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, and those receiving Workers' Compensation benefits:

New Year's Day	January 1
Martin Luther King's Birthday	When observed
President's Day	When observed
Memorial Day	When observed
Independence Day	July 4
Labor Day	When observed
Veteran's Day	When observed
Thanksgiving Day	When observed
Day following Thanksgiving	When observed
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	When observed

** Holidays falling on a weekend may be observed on the preceding Friday or following Monday, in accordance with the Council approved holiday schedule.

Section 2.
An employee must be on active pay status or work his or her normal schedule of hours on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 3.
Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.

Section 4.
Employees who are required to work on a holiday's designated date will be compensated at their regular rate of pay in addition to their holiday pay. Holiday pay when an employee works the holiday shall equal the amount of time equal to his or her regularly scheduled shift length.

Section 5.
Employees shall receive eight (8) hours of pay or ten (10) hours of pay, or twelve (12) hours of pay, depending on the employee's shift at the time of the holiday, for all official paid holidays on which the employee works. If the employee is not scheduled, the employee will receive hours in accordance with their scheduled shift, not to exceed twelve (12) hours.

Section 6.
An employee shall receive 100% of all holiday pay accrued and unused per Section 7 below when he separates from his or her employment with the City for any reason.

Section 7.
An employee, at his/her option, may request the City to "bank" his/her holidays during the fiscal year. Such request shall be in writing. If the City grants the request, said holidays must be taken within the month of the holiday.

ARTICLE 13
VACATION LEAVE

Section 1.
Vacation or annual leave is used for time off for personal matters.

Section 2.
Employees shall be eligible for annual leave after six months of service. Such employee may use annual leave with the prior approval of the Chief. Vacation time and time off for personal matters must be approved in advance of the time that the employee intends to take off.

Section 3.
Vacation or annual leave is accumulated at (4.62) hours bi-weekly. (One-Hundred and twenty hours per year). Lieutenants will have their annual leave account credited with an additional twenty (20) hours for each five years of uninterrupted service, up to a maximum of sixty (60) additional hours per year. Service credit must be completed by and the employee actively employed on December 31 for this purpose.

Section 4.
No more than three hundred (300) hours of vacation leave may be carried forward from one calendar year to the next. Any accumulation over the maximum of 300 hours will not be carried over to the next calendar year. If the City Council approves an increase in the amount of carryover permitted for non-union employees generally, that same benefit shall be afforded the bargaining unit on the same terms as granted to the non-union employees generally without the need for further bargaining.

Section 5.
Every effort shall be made by the Department to see that every employee with sufficient accumulated leave is afforded the opportunity to take at least eighty (80) hours of annual vacation every year or enough hours to ensure that the employee is below 300 hours by the end of the calendar year, if properly requested.

Section 6.
When an employee, other than a probationary employee, separates from the Department for any reason, he or she shall be paid in a lump sum for all unused annual leave up to, and not exceeding three hundred (300) hours.

Section 7.
Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-paid status. If an employee is absent due to a job related illness or injury covered by workers compensation, the employee shall not accrue annual leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers compensation illness or injury, the employee will be credited with or injury, not to exceed the maximum accrual set forth in Section 4 above.

Section 8.

At appropriate times during the calendar year, the Chief or his/her designee will consult with eligible employees regarding planned vacation periods and will establish work and vacation schedules, providing schedule preference to employees according to individual employee seniority of service; however, primary consideration will be given to the continued function of the Department. Vacation scheduling shall be done in accordance with the Department's Procedural General Order on this issue.

Section 9.

Employees shall request vacation in writing at least two weeks prior to the requested time off, and the Chief or his/her designee shall approve or deny the request.

ARTICLE 14
SICK LEAVE

Section 1. Sick Leave
All full-time employees shall be entitled to ninety-six (96) hours of sick leave per year accrued on a payroll-period basis. Accrual will be based on active pay status. Employees shall be eligible for sick leave after six (6) months of service. Sick leave must be earned before it is authorized. Employees who are unable to perform their duty because of illness of a spouse, or dependent living in the employee's home, may use sick leave from their accrued sick leave account. Sick leave for the above-mentioned dependents will be granted when the employee's presence is required in the care of the dependent.

Section 2. Approvals
The employee's supervisor, or on-duty Watch Commander, may approve an employee's request to be absent from work for a period of time not to exceed three (3) days for medical reasons, based upon the information available at the time of the notification that meets the satisfaction of the employee's supervisor or on-duty Watch Commander that the employee is actually too ill or injured to be expected to work. If the illness is less than three (3) days and not recurring, a physician's report is not needed. Illness approvals may be granted; however, this approval is subject to further investigation including, but not limited to unannounced visits to the employee's residence and/or a medical evaluation by a doctor designated and compensated by the City. The Police Chief or designee may send home an employee who is too ill or injured to work, or would cause an unhealthy working environment if he/she came into contact with other employees.

Section 3. Notification
An employee medically incapacitated to the extent that he/she is unable to work shall personally notify his/her supervisor, or on-duty Watch Commander, before the employee's scheduled reporting time, giving the reason for the requested illness leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify his/her Supervisor or on-duty Watch Commander, and can substantiate this to the satisfaction of Department management, illness leave may be authorized by the Police Chief or designee.
Employees shall follow proper notification and absence request procedures described in departmental General Orders or city procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Police Chief or designee. Failure to properly report absences may cause an employee to be charged with leave of absence without permission and may result in disciplinary action.

Section 4. FMLA
Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA). If the illness leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. The year is defined by the City as a "rolling" twelve (12)-month period which is the twelve (12) months preceding the current FMLA event. It is understood that FMLA leave runs

concurrently with time off due to on-duty injuries or illnesses covered by workers' compensation.

Section 5. Physician's Report
In order to utilize the illness benefit under this Article for bona-fide illnesses, or injuries which require an employee's absence from work, the Police Chief or designee may use discretion as to when a physician's report is necessary. A completed physician's report shall be required in each case where an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illnesses or injuries. The medical report will not be accepted by Department management unless it has been properly completed in full, including the employee's expected return to duty date, the attending physician's signature, and the physician's diagnosis covering the dates of treatment and recuperative period required. Additional information may be necessary and requested from the employee based on the circumstances of the illness.

Section 6. Illness Recuperation
An employee granted illness leave greater than three (3) consecutive days shall assist in promoting his/her recuperation by remaining at either his/her residence, a hospital, or another location approved in writing in advance by the attending physician. The written approval shall be presented to the Police Chief or his/her designee for verification prior to the employee recuperating at the alternate site. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior written approval from his/her physician and notification of his/her supervisor. The written approval shall be presented to the Police Chief or his/her designee for verification. The City reserves the right to obtain, at its own expense, the opinion of another physician of its own choosing concerning what constitutes an appropriate location for recuperation, or appropriate recreational activities, for an employee too ill or injured to work. Abuse of illness leave privileges shall constitute grounds for disciplinary action. Pre-authorized illness leave must be on file with the immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee may be reached.
Employees recuperating from a medical condition in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of Recuperation. Approval will be required in advance and the employee's address and home number where the employee may be reached are to be a part of the request. This request may be made verbally to the employee's supervisor and documented as necessary.
If, and whenever, illness leave may appear to be abused or frequently used, Department management may require the employee claiming/requesting such leave to furnish a physician's diagnosis. Abuse of illness leave privileges shall constitute grounds for disciplinary action.

Section 7.
Department management shall use discretion in determining whether or not a visit is required to verify the reason for an employee's medical absence and a report made of the reasons for absence from duty.

Section 8.
Should an employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such employee's timesheet shall be coded as leave without pay, and the employee may be disciplined.

Section 9.
An employee who has worked longer than one (1) calendar year may, at his/her option, elect to have 25% of his/her unused sick leave transferred to annual vacation leave or may elect to continue to accrue such sick leave.

Section 10.
Sick leave used under this Article shall be charged as used in increments of one-half (1/2) hour.

ARTICLE 15
DISABILITY LEAVE/ WORKERS' COMPENSATION

Section 1.
All employees are covered by the Florida Workers' Compensation Act, hereinafter called the Act, and shall be entitled to all benefits awarded under said Act.

Section 2.
When an employee suffers an injury in the line of duty, regardless of whether he/she is working a regularly assigned shift, he or she shall be covered by the Act; and said injuries shall be reported immediately to the employee's supervisor, Police Chief or the City's Risk/Safety Manager.

Section 3.
Family and Medical Leave Act and the Americans With Disabilities Act:

> In addition to the leave provided herein the City shall comply with the Family and Medical Leave Act of 1993 and the Americans With Disabilities Act of 1990.

Section 4.
If an employee is absent due to a job-related illness or injury covered by Workers' Compensation, the employee shall not accrue annual leave or sick leave while absent from work. However, upon return to work or in the event the employee separates employment due to the Workers' Compensation illness or injury, the employee will be credited with the annual leave and sick leave he or she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Article 13, Section 4.

See also: Article 33 - Light Duty

ARTICLE 16
ACTING OFFICER

Section 1.
Whenever a bargaining unit member is required to serve in the rank of Captain, he shall be paid at the starting rate of pay for an officer serving in the higher rank, provided he or she works at least one full shift in the higher rank.

Section 2.
There shall be no distinction between an "acting" officer and an officer who has the same permanent rank with respect to his or her job description, and any "acting" officer shall have all the rights, duties and privileges of rank as though he or she were a permanent officer in that rank.

ARTICLE 17
SENIORITY AND REDUCTION-IN-FORCE

Section 1.
City seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

A. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 2.
Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted.

A. Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3.
All new employees and newly promoted employees shall be placed on probation for the first year in the classification.

Section 4.
Employees shall lose their seniority as a result of the following:

A. Voluntary Termination
B. Retirement
C. Termination for Legitimate Reasons
D. Absent without authorized leave for three (3) consecutive working days
E. Failure to return from military leave within the time limits prescribed by law.

Section 5. Layoff
The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment. Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification the employee with the lowest identification number will be deemed to be the senior employee.

A. Lieutenants shall have the option of accepting a layoff or being reduced in rank to patrolman.

B. Lieutenants accepting reduction in rank to patrolman shall retain full departmental seniority.

Section 6. Recall
Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the employment office.

If no indication to return to work is received from the employee or the employee indicates that he or she cannot return to work at that time, he or she will be dropped from the recall lists and will be eligible for employment just like any other applicant.

A. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

B. Lieutenants reduced in rank under the provisions of this Article shall retain recall rights to his or her former position over any eligibility list.

C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.

D. When recalled, an employee's classification seniority date shall remain the same.

Section 7.
Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

ARTICLE 18
MAINTENANCE OF CONDITIONS

Section 1.
Written rules, regulations, policies and procedures of the Police Department and the City in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations of the Police Department and the City and if they are not in conflict with any Articles or Sections of the Agreement.

Section 2.
This Agreement shall take precedence over all written rules, regulations, policies or procedures of the Police Department and City in direct conflict with this Agreement.

Section 3.
Any rule or policy change shall not be implemented until and unless PBA is notified. If such rule or policy change is the subject of mandatory bargaining as that term is defined by the Public Employees Relations Commission, the City agrees to bargain the impact of such change with PBA. If the said change is permissive, the City agrees to discuss the change prior to its implementation.

ARTICLE 19
SAVINGS CLAUSE

Section 1.
If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.
In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular Article or Section invalidated.

ARTICLE 20
WORK WEEK AND OVERTIME

Section 1.
The normal bi-weekly work period will consist of eighty-four (84) hours. The Employer's management staff will establish the work week and length of shift best suited to meet the needs of the department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. All compensation for work performed will be paid in accordance with the requirement of the Fair Labor Standards Act. The Employer sets the shift length in the Patrol Division to a 12-hour shift rotation over a two-week (14 day) span, to be reevaluated yearly. The Employer agrees to negotiate with the Union if, upon reevaluation, the Employer desires to change the shift length in Patrol to some other schedule variation. In the event the Union opposes the desired change, the Employer and the Union shall present the issues to the Mayor before implementation, whose decision shall be final and binding. The consultation process including the Mayor's decision will be completed within 30 calendar days unless otherwise agreed. This consultation requirement shall not be required in the case of individual schedule adjustments as appropriate to meet the needs of the Department.

Section 2.
All authorized and approved work performed in excess of 80 hours but less than 84 completed hours will not be paid at an overtime rate of one and one-half (1 ½) times the employees straight time rate of pay. Any hours performed in excess of 85 hours in any payroll cycle, inclusive of meal period, shall be considered as overtime and shall be paid at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay, pursuant to the Fair Labor Standards Act. The Employer and Union agree that the Employer's intent will be to pay the officers' 80th through 84th hours of work (additional four hours) as straight time rate of pay for all Lieutenants.

Employees may be required to accrue compensatory time in lieu of overtime compensation for certain types of work performed. In these circumstances, compensatory time will accrue at a rate of time and one half for each hour worked up to a maximum of 80 hours of compensatory time. Upon retirement after a full twenty (20) years of service, bargaining unit employees shall be allowed to convert a maximum of forty (40) accrued compensatory hours to sick time. Any remaining hours over forty shall either be taken off or paid as straight time.

Overtime and compensatory time will be computed daily in one quarter (1/4) hour increments, after 15 minutes.

Employees shall accrue compensatory time off for work performed during the first half hour after the designated time for the end of the shift, following the 84th hour worked in the two-week pay period. The employee will be paid at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay for all work performed after the

first half hour subsequent to the designated time for the end of the shift over 84 hours. If a bargaining unit employee has accumulated the maximum amount of compensatory time allowed under the terms of this contract, the employee will be paid overtime compensation for time worked

after the designated end of the shift.

The City may use traffic grants from The Florida Department of Transportation (FDOT) to provide overtime compensation to employees. If traffic grant funds from the FDOT are used to provide overtime compensation to employees, then the calculation of overtime will be based on the pay period work hours as defined in the State of Florida Personnel System, Classification and Compensation Program Manual, Division of Human Resources Management, Revised May 13, 2019 (HRM #108-013), which states:

"Pay period work hours are the number of hours for which the employee is accountable for working or charging leave each pay period."

All FDOT traffic grant hours in excess of 84 hours (including hours worked and charged as leave) in each pay period will be compensated at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay.

Section 3.
For the purpose of overtime compensation, holiday pay will not be considered as time worked when said holiday falls on the employee's regular scheduled day off, and the employee does not work that day.

Section 4.
Employees shall be required to work overtime when requested unless excused by supervisors.

Scheduled Additional Work Hours:

When the Department is aware of the need for employees to be scheduled for work outside their normal work hours, and the need for those additional hours are known by the Department and announced to the employee a minimum of 72 hours in advance, the employee shall receive either 1) compensatory time, on hour-for-hour basis for the additional hours or 2) may have their schedule flexed (staffing permitted) within the same pay period for a like number of hours to compensate for the additional work hours.

No more than eighty (80) hours of compensatory time may be accrued. Unused compensatory time may be used at any time with the approval of the supervisor but will not be paid at separation of employment. Employees who are not eligible to receive compensatory time because they are over the 80-hour maximum shall have their schedules flexed in a like number of hours.

This section shall not apply to additional work hours associated with festivals, organized events, parades etc. where the majority of the Department is activated for coverage.
Unscheduled Additional Work Hours:

When employees are required to work additional hours outside their normal work hours when the need for those additional work hours are the result of the Department calling in an employee for an emergency situation, or when the Department assigns additional work hours with less than 72

hours' notice the employee shall be compensated at a rate of pay equal to time-and-one-half the employee's hourly rate of pay for each additional work hour.
When employees are required to work additional hours outside their normal work hours as the result of a festival, organized event, parade etc., where the majority of the Department is activated for coverage, the employee shall be compensated at a rate of pay equal to time-and-one-half the employee's hourly rate of pay for each additional work hour.

Section 5.
For purposes of this section, the following definitions shall apply:

1) Court time – Off duty attendance at court or equivalent legal proceeding disconnected from the normal scheduled work shift, required of an employee arising from City employment by subpoena or equivalent mandate by a government agency, excluding jury duty.

2) Call back – Recall to work at a time that is disconnected from the normal work shift and for which the employee did not receive prior notification during a regular scheduled shift. Call back does not include recall to work to complete or correct daily work product.

Court Time Compensation

1) Employees shall be paid at one and one-half times their straight rate of pay, inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court, but no less than a minimum of two and a half (2.5) hours.

2) Multiple appearances on the same calendar day shall be paid separately or as one continuous appearance, whichever is least expensive to the City.

3) An appearance within two (2) hours of a regularly scheduled shift shall not be compensated as court time, but rather as normal hours worked.

4) Phone calls received off duty relating to a covered court time event which are a minimum of fifteen (15) minutes or greater in duration shall be paid at the employee's regular rate and counted as hours worked for purposes of computing overtime. Phone calls of less than fifteen (15) minutes are agreed to be de minimus and shall not be compensated. Claims of compensation for phone calls must include sufficient information (i.e., date, time, duration and other party to call) so as to allow for verification.

Call back compensation

1) Employees shall be paid for actual time worked, with a minimum of two and a half (2.5) hours, at one-and one-half times their straight rate of pay.

2) Call back does not establish eligibility for holiday pay, except when actual hours worked exceeds six hours.

Section 6.
In the event the employer finds it necessary to require an employee to report to police headquarters during his or her normal off-duty time to receive disciplinary action, the employee shall not be eligible for call back pay, but shall be compensated at the employee's overtime rate, from portal to portal.

Section 7.
All police-related private duty employment shall be contracted with the Police Department and shall be compensated at the rate established by the Chief of Police, which shall be made known to the employee before he or she accepts the assignments.

Section 8.
In determining the number of employees working various shifts, the PBA recognizes that the Chief of Police, or her designee, has a right to distribute and assign personnel. The Chief of Police, or her designee, has also established that seniority is important in determining this distribution.

Section 9.
Shift assignments will be based on the following criteria:
1) Requests for shift assignment will be held every six (6) months;
2) Field Training Supervisors (FTO) will have first selection of shift based upon seniority. Upon completion of FTO bids, shift bid will open for all remaining Lieutenants.

Section 10.
The City will make reasonable efforts to ensure that all sworn employees assigned to Patrol receive a one-hour paid meal break each shift inclusive of travel time. Employees assigned to Patrol shall be available for calls should the need arise.

Table 1

Week One – Day and Night Shifts							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
A/C shift	Work	RDO	RDO	Work	Work	RDO	RDO
B/D shift	RDO	Work	Work	RDO	RDO	Work	Work

Week Two – Day and Night Shifts							
	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
A/C shift	RDO	Work	Work	RDO	RDO	Work	Work
B/D shift	Work	RDO	RDO	Work	Work	RDO	RDO

ARTICLE 21
PERSONAL PROPERTY

Section 1.
The City shall reimburse the employees for loss or damage of personal equipment required in the performance of their duties as authorized by the Chief of Police or his/her designee, up to a maximum of $ 50.00 per on-the-job incident during assigned Police duties.

Section 2.
The loss or damage of medically required prescription corrective lenses, denture plates or hearing aids will be reimbursed pursuant to the State of Florida's Workers' Compensation fee schedule.

Section 3.
An employee shall be responsible for loss or damage as a result of carelessness, negligence or deliberate acts.

Section 4.
Beginning October 1, 2022, Lieutenants not assigned to patrol shall be paid an annual personal clothing/equipment stipend of $400.00. The City will pay this stipend to the Lieutenants in place on October 1 of each year. Stipend will be paid the first full payroll in October unless otherwise agreed upon by both the City and the PBA.

ARTICLE 22
PAY PLAN

Section 1.

The pay plan for Lieutenants is comprised of 6 steps for FY 2024, 7 steps for FY 2025 and 8 steps for FY 2026.

Pay Plan Rates: For the fiscal years 2023-2024, 2024-2025 and 2025-2026, and effective with the first full period in October 2023, 2024 and 2025, respectively, the bargaining unit members will be paid in accordance with the pay plan reflected in Appendix "A". Each bargaining unit member will stay at their current fiscal year (2022-2023) step but will be paid at the new pay rate for that step retroactive to the first full pay period of October 2023 as outlined in Appendix A. For fiscal year 2024-2025 and fiscal year 2025-2026, each bargaining unit member shall advance one step in the pay plan reflected in Appendix "A".

Section 2.

Employees who are maxed out (in the last step) shall receive a $2000 salary lump sum (pensionable for those not already in the DROP) for that year.

Section 3.

Employees promoted to Lieutenant during the term of this Agreement shall receive an increase to the minimum rate of pay (entry-level step) for the Police Lieutenant position or to the appropriate step resulting in at least a five percent (5%) increase, whichever is greater.

Section 4.

Employees assigned by the Chief to any support position defined as Professional Standards, Detective Division, Administrative Services, or a Lieutenant assigned to an administrative position with similar hours shall receive a total of $4,300 per year, paid bi-weekly during assignment in said unit. Patrol Support Lieutenants shall not be entitled to Holiday pay (when it is in addition to their normal 40-hour workweek) as it is understood they will be off on City Holidays. It is understood that the Chief has the sole discretion to assign employees to this unit. Hours worked in excess of the normal 40 hour work week shall be paid at 1 ½ times the employee's rate of pay as overtime or compensatory time.

Section 5.

Lieutenants who are assigned to the night shift (working a regularly scheduled shift that begins and ends between the hours of 3p.m. and 7 a.m.) shall receive a$ 1.00 per hour shift differential for the hours worked that fall between these hours. This section shall apply to all bargaining members.

ARTICLE 23
UNIFORM CLEANING SERVICES

Section 1.
Effective October 1, 2019, the City shall provide uniform cleaning services at locations selected at the sole discretion of the City, and shall pay all costs of uniform cleaning expenses for employees, not to exceed two (2) sets of uniforms per week. So long as the cost of this service does not exceed the pro ram amount budgeted for the Police Department as a whole for two consecutive months, employees may have up to four (4) sets of uniforms per week and one (1) jacket per month cleaned. If the pro rate monthly cost exceeds the budgeted amount for two consecutive months, then the uniform cleaning expense benefit shall be returned to two (2) sets of uniforms per week for the remainder of that fiscal year.

Section 2.
The employees shall be responsible for damage of clothing and equipment as a result of carelessness, negligence, or deliberate acts.

ARTICLE 24
JURY DUTY

Section 1.
In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court or State Court he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

Section 2.
If any employee is called for Federal Jury Duty or State Jury Duty he or she shall immediately notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

Section 3.
The employee shall provide the Chief of Police with proof of jury duty service before compensation is approved.

ARTICLE 25
PERSONNEL RECORDS

Section 1.
The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his or her own or Department personnel file. The employee shall be required to sign to acknowledge receipt.

Section 2.
A letter/memo which is initiated by the employer should be initialed by the employee concerned prior to placement in the employee's file to indicate it was seen by the employee.

Section 3.
Complimentary or derogatory letters concerning an employee received by the employer will be placed in the personnel file of the employee concerned. The employee shall be notified forthwith of any letters received, and the employee shall have the right to comment on the contents of such letters, and have such comments entered in his or her file.

Section 4.
Any letter, memo, document or other written material relating to the employee's medical condition, whether past or present, shall be placed in a separate file from his or her personnel file. Said file shall be marked "CONFIDENTIAL," and shall be maintained in accordance with law.

Section 5.
Copies of an employee's file shall be made available to the employee at the rate of $.15 per page. Access to the employee's file shall be granted upon request.

ARTICLE 26
SUBSTANCE TESTING

Section 1.
It is the policy of the City of Bradenton that its employees shall not use illegal drugs or abuse alcohol or lawfully taken drugs. The possession, use or sale of illegal drugs is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

Section 2.
Any employee covered by this Agreement shall be subject to a blood, urine or intoxilizer test accomplished by certified and qualified operators and accredited testing laboratory if there is reasonable suspicion, based upon observed actions e.g. speech, breath odor, walk, on the part of the employee's immediate supervisor and the Police Chief or his/her designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion.

Section 3.
When an employee tests positive (i.e. a drug or drugs is detected in the blood) a second test will be run on the sample originally taken. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.

Section 4.
The testing will be done at the City's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or discharged.

Section 5.
The failure or refusal of an employee to submit to a blood, urine or intoxilizer test when ordered to take it, shall result in discharge.

Section 6.
In the event that an employee informs the employer of employee's abuse of alcohol/drugs prior to reporting for duty and prior to testing, no disciplinary action shall be taken against the employee; provided, the employee enrolls in a bona fide rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, employee may be granted leave of absence, without pay. Failure to successfully complete the rehabilitation/treatment program shall result in discharge. This applies to the first offense only.

Section 7.
The parties agree that the City has in place a "Drug Free Workplace" program under the Florida Workers' Compensation Act and that the City may unilaterally update such program to conform to the changes in the law. The testing process for tests conducted pursuant to this Article shall be in accordance with this program.

Section 8.
Employees covered under this agreement shall be subject to random testing of up to ten percent (10%) of the total sworn Police Department workforce each month. Random selection will be done by computer, and shall be operated outside the Police Department. Upon request, the Union shall be afforded the opportunity for examination of the random selection process for the purpose of insuring the integrity of the system. Employees who test positive for illegal drugs as a result of a random test shall be terminated. Employees who test positive for other than illegal drugs may take advantage of the rehabilitation opportunity set forth in Section 6 above, subject to the terms and conditions set forth therein.

ARTICLE 27
EDUCATIONAL INCENTIVE

Section 1.
The City shall pay a salary incentive to all full-time police officers pursuant to Section 943.22, Florida Statutes.

Section 2.
Upon advance approval, the City shall reimburse registration and tuition expenses for full-time employees enrolled in job-related training, classes, or a degreed program. Reimbursement will be approved, processed, and effectuated in the manner prescribed in Section 9.12 of the City of Bradenton Employee Handbook, or Police Department Policy, which may be amended from time to time.

Section 3.
Any employee receiving permission to attend a specialized training class or seminar paid for by the City must maintain employment with the Bradenton Police Department for at three (3) years after the date of completion of the training class, seminar, or reimbursed college course. If an employee chooses to leave his or her employment with the Bradenton Police Department prior to the three-year anniversary of the completion of the training class or seminar, the employee agrees to reimburse the City for the cost of the training class, seminar, or reimbursed college course, unless the employee retires under "normal" or "line of duty disability" conditions as defined by the employee's applicable pension plan.

ARTICLE 28
HEALTH AND DISABILITY INSURANCE

Members of the bargaining unit shall be enrolled in the City's Insurance programs and shall be subject to the terms and conditions therein. The Union may appoint a representative to serve on the City Benefits Committee. The Union's designee shall have the opportunity to provide input and vote on any recommendation made to the City Council. If the Union disagrees with any of the insurance options to be presented to the City Council for consideration, the Union may make a presentation to Council before a decision is made regarding benefits, it being understood that ultimately employees covered by the Agreement shall be subject to same insurance benefits on the same terms as are enjoyed by other City employees generally.

ARTICLE 29
LONGEVITY PAY

The City currently offers longevity pay to its employees through its longevity pay program which the bargaining unit employees are a part of. The City most recently revised this program on October 9, 2013. The City will give the PBA notice (at least forty-five (45) days) and an opportunity to bargain over any changes which the City may need to make to its longevity pay program due to economic conditions or otherwise.

ARTICLE 30
LEAVE DONATION

Employees of the City of Bradenton Police Department may voluntarily donate vacation-leave to another employee of the City of Bradenton Police Department when, in the opinion of each individual donor employee, there is a reason for doing so. Each employee may donate up to four (4) days (48 hours) of vacation leave or compensatory leave. Leave donations shall be limited so that no employee may donate more than a maximum of four (4) days' (48 hours) vacation leave or compensatory leave to another employee during any twelve (12) month period. Employees who receive leave donations must first exhaust their own personal vacation and/or sick leave accounts. All leave time donated shall be deposited in the receiving employee's leave bank within a reasonable time of the donation, and providing that there has been reasonable written notice of the donation on a form approved by the City. Donated time may only be used for sick leave purposes.

ARTICLE 31
UNION MEETINGS AND E-MAIL

The City of Bradenton agrees to allow the Union to schedule meetings of the bargaining unit at the Bradenton Police Department.

The City agrees to allow the continued use of Department e-mail for non-political union business and correspondence between members of the bargaining unit and Union officials as well as the scheduling of Union activities. Use of the Department e-mail shall be limited strictly to the purposes set forth herein above. Uses other than those specified above are prohibited.

Abuse of the Department e-mail shall result in the parties scheduling bargaining within fourteen (14) days of such abuse to negotiate a resolution of the problem which may include suspension or revocation of this privilege.

The City agrees to allow the continued use of station bulletin boards for the purpose of posting Union business and correspondence.

ARTICLE 32
BOOT AND EQUIPMENT ALLOWANCE

Patrol Lieutenants covered under this agreement shall receive a stipend of $80 per year to purchase boots, or other related equipment. This stipend shall be paid during the month of January.

ARTICLE 33
LIGHT DUTY

Section 1.
Employees may suffer injuries or illnesses which temporarily prevent them from performing the full range of the essential functions of their assigned positions. However, they may be able to work a restricted duty assignment. All employee requests for light duty must be accompanied by a physician's statement describing the specific restrictions being placed on the employee's activities. This physician's statement must also state that light duty work is appropriate given the employee's condition. The Department may assign such duties as the health and condition of the involved employee permits.

Employees injured on duty are also eligible to receive Workers' Compensation and on- duty injury benefits in accordance with state law and provisions contained elsewhere in this Agreement.

Section 2.
Employees who are temporarily unable to perform full duty, regardless of whether the injury occurred on duty or off duty, may request light duty assignments through their Chain of Command. Light duty assignments will be made through the Office of the Police Chief and may be mandated by management if light duty work is available.

First preference for light duty assignments shall be given to employees who have been injured on the job, followed by seniority based upon the employee's hire date. If light duty work is not available as determined by the Police Chief or designee, the employee shall not be permitted to work but may utilize whatever benefit, if any, is appropriate (e.g., accrued annual leave, accrued sick leave, Workers' Compensation, etc.).

If light duty work is available and the employee chooses, as permitted by the Family Medical Leave Act, not to work light duty in the case of an on-duty injury, the employee will not receive Workers' Compensation pay or on-duty injury benefits but may use the appropriate accrued leave, or leave without pay if the employee has no accrued leave. It will be the responsibility of the employee to maintain their benefits once accrued leave has been exhausted or is not available.

Section 3.
The opportunity to work light duty, if available, shall be afforded to a sworn officer who has suffered an on-duty injury as the result of one of the following:

1) Exposure to hazardous substances such as HBV and HIV-contaminated materials or chemicals which are known carcinogens; or

2) Physical harm from an encounter with criminal subjects which result in potentially serious medical treatment and extensive recovery.

Light duty assignments are intended for temporary periods when the employee is unable to perform the essential functions of his/her position, and shall cease to be available when he/she is informed that he/she has reached maximum medical improvement (MMI) or until a period of two (2) years has expired, whichever occurs first. This two (2)-year time period begins on the date when the physician places the employee on restricted/modified or no duty/total temporary disability (TTD) status because the employee cannot perform the essential functions of the job, and may only be extended by the Chief of Police or designee for an employee who has suffered a catastrophic injury as defined by Workers' Compensation Law. This time frame includes time off, time on light duty, and any period when the employee works intermittently.

An on-duty injury is an injury compensable under the Florida Workers' Compensation Law. Employees who are working in a light duty capacity as a result of an on-duty injury shall be relieved of duty when scheduled by the Workers' Compensation officer for continuing treatment, therapy sessions, and/or return visits to the treating physician for evaluations. Absences of less than one (I) full shift for Workers' Compensation follow- up treatment shall be considered as regular work time with no loss of pay for pay code purposes. Absences in excess of one (I) full shift shall be covered and paid in accordance with Workers' Compensation provisions.

Section 4.
"Administrative (paid) time off' will be granted for shifts not worked due to an on-duty injury or illness as determined under this article, to fill the gap between the time an employee is first injured and the time Workers' Compensation begins during the initial treatment of the injured sworn employee. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by Workers' Compensation.

Section 5.
Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach MMI prior to the expiration of the two (2)-year time limit and such designation continues to restrict the individual's ability to fully perform the essential functions of his/her job, the employee may apply for a disability pension.

Such employee may also seek a civilian position which would be compatible with their limitations within the Department or the City.

Section 6.
Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach the two (2) year time limit prior to reaching MMI, the employee may also seek other employment which is compatible with his/her limitations within the
Department or the City.

Section 7.
An injured employee under Sections 4 and 5 of this Article who does not qualify for a pension and who is not able to obtain a different position, may be vested in accordance with the normal vesting schedule contained in the pension plan of which the employee is a member, and shall be separated from employment with the City. Applicable Workers' Compensation benefits will continue to be provided in accordance with state law.

Section 8.
The opportunity to work light duty, if available and if so indicated by the health care provider, shall be afforded to an officer who suffers an illness or has been injured off- duty who is unable to perform the essential functions of the job of a Police Officer, or has suffered an on-duty injury which is not the result of one of the conditions described in Section 3 of this Article.

Such light duty assignments may continue until the employee is informed by the treating physician that the employee has reached MMI or until a one (1)-year period of time has expired, whichever occurs first. This time frame includes time off, time on light duty, and periods where the employee works intermittently. The one (1)-year time period begins on the date of injury or commencement of the illness.

Section 9.
An officer under Section 8 of this Article may apply for a disability pension and/or seek a civilian position within the Department or the City.

An officer who does not qualify for a disability pension and/or is not able to obtain a civilian position, shall be separated from City employment and may vest in accordance with the normal vesting schedule, if eligible, in the pension plan of which the employee is a member.

Section 10.
It shall be the responsibility of the employee to pursue his/her options, i.e. seek a disability pension or other employment, with the City's Human Resources Department or the pension administrator.

Section 11.
It shall be the responsibility of the Department to request that the Human Resources Department change an employee's employment status whenever an employee reaches MMI, or within ninety (90) days of the expiration of the applicable one (1) or two (2)- year time frame, whichever comes first.

Section 12.
Both parties agree that the provisions and time frames specified in this Article do not constitute a guarantee of employment.

Employees may still be terminated in accordance with the provisions of the City of Bradenton Rules & Regulations, the Bradenton Police Department Procedural General Orders, and under the provisions of this Agreement, which include just cause, lack of work, or other such reasons.

See also: Article 15 – Disability Leave/Workers' Compensation

ARTICLE 34
PENSION

Section 1.
As soon as practical following the ratification of this agreement the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Bradenton Police Officers' Retirement System, effectuating the following changes to the current retirement system:

a) A defined contribution "share plan" component shall be established as a supplemental part of the existing Chapter 185 retirement system. This share plan shall be funded with 50% of the excess premium tax revenues received by the retirement system in any plan year. Those plan members who received credited service for the full plan year shall be entitled to one share of the 50% excess premium tax revenue distribution for that plan year, credited into their supplemental share account.

b) The City shall be entitled to 50% of the excess premium tax revenues received by the retirement system in any plan year and may use those funds to pay down any unfunded liability existing in the plan, or should there be an unfunded liability carried in the plan, the City may use these funds to offset its normal pension plan costs for that year.

c) For purposes of calculation and future distribution of excess premium tax revenues, $600,000 shall be utilized as the new base amount. The City shall be entitled to utilize the first $600,000 in premium tax revenues received in any plan year to offset their pension costs. Amounts received in excess of $600,000 (excess premium tax revenues) shall be split equally between the City and the funding of the supplemental share plan benefit as outlined in paragraphs (a) and (b) above.

d) Plan members who are otherwise vested in other benefits provided for in the plan shall also be vested in their supplemental share plan benefits.

e) Share plan account balances shall be distributed to plan members who qualify for disability, early or normal retirement benefits and shall be taken in either lump sum distribution or may be rolled into another qualified retirement or investment vehicle at time of separation from the City.

f) Monies held in the supplemental share plan accounts for each member shall receive the same interest rate adjustment (positive or negative) as the overall plan receives through investments in each quarter.

g) Those employees hired after June 1, 2013 shall have their benefit multiplier increased to 3.00% for credited service following the date the pension ordinance is adopted.

h) Effective for the 2022-2023 and 2023-2024 plan year Employees will only be required to contribute 8% toward their pension. Effective for the 2024-2025 plan year Employees will only be required to contribute 7% toward their pension.

i) Normal retirement shall be defined as the earlier of the attainment of 20 years at any age for Employees hired before June 1, 2013 and 25 years at any age for employees hired after June 1, 2013 or the attainment of age 55 with 8 years of credited service. Pension documents shall be amended to make clear that plan members who reach qualifications for normal retirement (20 years of service for those hired prior to June 1, 2013 and 25 years of service for those hired thereafter or age 55 with 8 years of credited service) shall enjoy the ability to enter the drop at any time following qualifying for normal retirement and participate for a maximum of sixty (60) months. Employees will vest in the pension plan in 8 years.

ARTICLE 35
RETIREE HEALTH INSURANCE

Section 1.
The City shall provide all normal, early, and disability retirees with the same health insurance plan and dependent coverage as current city employees.

Section 2.
Employees who retire under "normal" or "line of duty disability" conditions, as defined by the employee's applicable pension plan, on or after October 1, 2022, shall be paid a stipend of fifteen ($15) per month for each year of full-time employment with the City of Bradenton. Employee who retire under "early" or "not in the line of duty disability" conditions, as defined by the employee's applicable pension plan, on or after October 1, 2022, shall be paid a stipend of ten ($10) dollars per month for each year of full-time employment with the City of Bradenton. Employee shall not accrue more than twenty-eight years of full-time employment credit for the Retiree Health Insurance Stipend.

Section 3.
Current retirees who do not receive a retirement health insurance stipend from the City of Bradenton (retired prior to April 1, 2012) shall not be required to pay an increased premium of more than eight percent (8%) per year for health insurance coverage unless the cost of the plan increases more than eight percent (8%). In that case, the retiree's premium may be increased in concert with the increased cost to the City.

ARTICLE 36
DURATION

Section 1.
This Agreement shall be effective as of October 1, 2023 and shall remain in full force and effect until September 30, 2026.

For fiscal years 2024-2025 and 2025-2026, the PBA and the City shall have the ability to reopen or to introduce up to two articles for negotiation except for Article 22 which can only be reopened during the duration of the Agreement by mutual agreement. No additional articles shall be reopened or introduced without the mutual agreement of the parties.

CITY OF BRADENTON FLORIDA

DATED: 11-1-2023

ATTEST:

DATED: 11-1-2023

POLICE BENEVOLENT ASSOCIATION, INC.

PRESIDENT

DATED: 11/6/2023

ATTEST:

DATED: 11/6/2023

Appendix A

Pay Plan

Lieutenants Pay Schedule - Appendix A - Effective 10/1/2023						
FY 2023 Current Step	FY 2023 Current Step Value	FY 2024 Proposed Salary (13%-15.5% Increase)	FY2025 Years of Service	FY2025 Step Increase *	FY2026 Years of Service	FY2026 Step Increase
					1 Year	$ 103,768.73
			1 Year	$ 102,487.63	2 Year	$ 105,562.26
1 Year	$ 86,994.00	$ 100,478.07	2 Year	$ 104,497.19	3 Year	$ 107,632.11
2 Year	$ 89,604.00	$ 103,492.62	3 Year	$ 107,632.32	4 Year	$ 110,861.29
3 Year	$ 92,292.00	$ 106,597.26	4 Year	$ 110,861.15	5 Year	$ 114,186.98
4 Year	$ 95,061.00	$ 109,795.46	5 Year	$ 114,187.27	6 Year	$ 117,612.89
5 Year	$ 97,912.83	$ 110,641.50	6 Year	$ 115,067.16	7 Year	$ 118,519.17
6 + Year	$ 100,850.21	$ 113,960.74	7 + Year	$ 118,519.17	8 + Year	$ 122,074.74
* Employee pension contribution reduces to 7% from 8%						

Last Name	First Name	Step for 2023
Deshaies	Christopher	2
French	Dennis	2
Merrill	Perry	1
Seymour	Shannon	3
Stahley	Dennis	3
Ramdath	Anthony	3
Weldon	William	6

PBA/City of Bradenton
UNION Proposal - Article #34
Lieutenants CBA
DATE: November 18th, 2024

ARTICLE 34
PENSION

Section 1.

As soon as practical following the ratification of this agreement the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Bradenton Police Officers' Retirement System, effectuating the following changes to the current retirement system:

a) A defined contribution "share plan" component shall be established as a supplemental part of the existing Chapter 185 retirement system. This share plan shall be funded with 50% of the excess premium tax revenues received by the retirement system in any plan year. Those plan members who received credited service for the full plan year shall be entitled to one share of the 50% excess premium tax revenue distribution for that plan year, credited into their supplemental share account.

b) The City shall be entitled to 50% of the excess premium tax revenues received by the retirement system in any plan year and may use those funds to pay down any unfunded liability existing in the plan, or should there be an unfunded liability carried in the plan, the City may use these funds to offset its normal pension plan costs for that year.

c) For purposes of calculation and future distribution of excess premium tax revenues, $600,000 shall be utilized as the new base amount. The City shall be entitled to utilize the first $600,000 in premium tax revenues received in any plan year to offset their pension costs. Amounts received in excess of $600,000 (excess premium tax revenues) shall be split equally between the City and the funding of the supplemental share plan benefit as outlined in paragraphs (a) and (b) above.

d) Plan members who are otherwise vested in other benefits provided for in the plan shall also be vested in their supplemental share plan benefits.

e) Share plan account balances shall be distributed to plan members who qualify for disability, early or normal retirement benefits and shall be taken in either lump sum distribution or may be rolled into another qualified retirement or investment vehicle at time of separation from the City.

For the City

Gregory A. Hearing

Greg Hearing
City's Chief Labor Negotiator

11/18/2024
Date

For PBA

George J. Corwine
PBA's Chief Labor Negotiator

11-18-2024
Date

f) Monies held in the supplemental share plan accounts for each member shall receive the same interest rate adjustment (positive or negative) as the overall plan receives through investments in each quarter.

g) Those employees hired after June 1, 2013 shall have their benefit multiplier increased to 3.00% for credited service following the date the pension ordinance is adopted.

h) Effective for the 2022-2023 and 2023-2024 plan year Employees will only be required to contribute 8% toward their pension. Effective ~~for~~ the first full pay-period of October in the 2024-2025 plan year Employees will only be required to contribute 7% toward their pension.

i) Normal retirement shall be defined as the earlier of the attainment of 20 years at any age for Employees hired before June 1, 2013 and 25 years at any age for employees hired after June 1, 2013 or the attainment of age 55 with 8 years of credited service. Pension documents shall be amended to make clear that plan members who reach qualifications for normal retirement 20 years of service for those hired prior to June 1, 2013 and 25 years of service for those hired thereafter or age 55 with 8 years of credited service) shall enjoy the ability to enter the ~~drop~~ Deferred Retirement Option Plan (DROP) at any time following qualifying for normal retirement and participate for a maximum of ~~sixty (60)~~ ninety-six (96) months. Employees will vest in the pension plan in 8 years.

Section 2. – DROP (Deferred Retirement Option Plan)

The parties agree to extend the Deferred Retirement Option Plan (DROP) that a member can elect to participate in for up to ninety-six (96) months. This provision is subject to the approval of the Pension Board, if necessary.

For the City

Greg Hearing
City's Chief Labor Negotiator

11/18/2024
Date

For PBA

George J. Corwine
PBA's Chief Labor Negotiator

11-18-2024
Date

AGENDA ITEM NO. 8.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: December 18, 2024

SUBMITTED BY: Nilsa Taylor, City Administration

ITEM TYPE: Agreement

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

SUBJECT: Collective Bargaining Agreement with the Florida Police Benevolent Association (Officers, Detectives, and Sergeants)

SUGGESTED ACTION: Approve collective bargaining agreement between the City of Bradenton and the Florida PBA (Officers, Detectives, and Sergeants).

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On November 18, 2024, the City of Bradenton and the Florida Police Benevolent Association, (Officers, Detectives, and Sergeants), reached a tentative agreement on Article 36, Pension, that was ratified by the union on November 22, 2024. Requesting City Council approval of Collective Bargaining Agreement effective October 1, 2023, through September 30, 2026.

FINANCIAL IMPACT:
Per agreement

ATTORNEY REVIEW/RECOMMENDATION:
City of Bradenton Labor Attorney, Greg Hearing from Bush, Graziano, Rice & Hearing, P.A.

SUGGESTED MOTION:
Motion to approve the collective bargaining agreement with the Florida PBA

(Officers, Detectives, and Sergeants), effective October 1, 2023, through September 30, 2026, as ratified on November 22, 2024.

ATTACHMENTS:
PBA Contract (Officers, Detectives, and Sergeants) 2023-2026
PBA Proposal for Article 36

A

Contract Between

The City of Bradenton, FL

And

Florida Police Benevolent Association

(Officers, Detectives, and Sergeants)

Effective

October 1, 2023

through

September 30, 2026

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AGREEMENT

This Agreement is entered into effective October 1, 2023 between the City of Bradenton, Florida, hereinafter referred to as the "City" or "Employer" and the Florida Police Benevolent Association, Inc., hereinafter referred to as the "PBA."

PREAMBLE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment.

It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

There shall be no individual arrangement contrary to the terms provided herein.

ARTICLE 1
RECOGNITION

The City hereby recognizes the PBA as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes, and all rules and regulations promulgated thereto, for all employees within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1170, dated September 15, 1997.

The bargaining unit includes all permanent/full time employees employed by the City of Bradenton Police Department in the classifications of Police Officer, Master Patrol Officer, Detective, Detective Grade 1, and Police Sergeant.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1.
Except as expressly limited by any provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to subcontract its operations in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project; to establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to establish, implement and maintain an effective Internal Security Procedure; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.
If it is determined in the sole discretion of the City that civil emergency conditions exist including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, providing that wage rates, overtime and other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this agreement.

Section 3.
The exercise of the above enumerated rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 3
NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement by reason of PBA membership or activity or lack of PBA membership or activity. It is the intent of the parties to comply with all applicable federal and state discrimination laws.

The City and the PBA agree that the provisions of this Agreement shall be equally applicable to all employees covered herein without regard to race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, familial status or marital status, membership or non-membership in any labor organization, as provided by law, except that the PBA shall not be required to process grievances or provide services for employees who are not members of the PBA.

ARTICLE 4
DUES DEDUCTION

Section 1.
Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA membership dues. The following form shall be provided by the City.

AUTHORIZATION FOR DEDUCTION OF PBA DUES

I hereby authorize the City of Bradenton to deduct from my wages the current bi-weekly PBA dues and to transmit this amount to the Treasurer of the PBA.

I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

_____ _____

Date Signed

_____

Employee Number

Section 2.
The PBA will initially notify the City as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA dues shall be similarly certified to the City and shall be done at least 60 days in advance of the effective date of such change.

Section 3.
Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

Section 4.
The payroll deduction shall be revocable by the employee notifying the City in writing on the following form:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the City of Bradenton to stop deducting from my wages the current normal bi-weekly dues for the PBA.

I understand that I am responsible to review my own paycheck and to make sure that the deductions have been stopped.

_____ _____

Date Signed

_____

Employee Number

THE CITY SHALL NOTIFY PBA OF ANY REVOCATION.

Section 5.
The City shall deduct $60.00 as an annual service fee from the PBA to cover the Administrative costs involved in dues deductions. The amount will be invoiced to the PBA in October of each year.

Section 6.
In the event of a properly filed revocation by a member, failure to stop deducting the dues shall result in the City paying to the member all dues deducted after receipt of said notice.

ARTICLE 5
PBA REPRESENTATION

Section 1.
PBA Representation During Collective Bargaining Negotiations

A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The PBA will furnish the City with a written list of the PBA's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.

B. The employer shall recognize PBA representatives for the purpose of collective bargaining as authorized by the President of the PBA.

C. The employer will make every effort to release recognized PBA officials, who are Police Department employees, to participate in collective bargaining negotiation sessions as representatives of the PBA. Up to three (3) PBA bargaining unit representatives shall be permitted to attend each bargaining session without the need to utilize PBA business pool time and without loss of pay or accrued leave.

Section 2.
PBA Representation During The Term of The Contract

A. The names of all PBA representatives shall be given in writing to the City as well as any change in such list prior to the effective date of their assuming duties of representation.

B. The employer shall recognize three (3) PBA representatives, as authorized by the President of the PBA or his or her designee for the conduct of Labor/Management relations between the employer or Police Department.

C. Recognized PBA representatives who are employees of the Bradenton Police Department, shall be allowed to communicate official PBA business to employees prior to being checked on duty and after the employees have been checked off duty at the end of their shift. City work hours shall not be used by employees or PBA representatives for conducting Union meetings or the promotion of Union affairs.

Section 3. Indemnification
The City of Bradenton shall defend members of the bargaining unit against civil and criminal prosecution in accordance with Florida Statutes, as these laws may be amended from time to time.

ARTICLE 6
P.B.A. BUSINESS

Section 1.
PBA officials who are employees of the Bradenton Police Department and recognized by the Employer as PBA representatives may be granted time off, up to a maximum of two (2) employees in any one instance, by departmental management to conduct business in connection with the Florida Police Benevolent Association, Inc.

Times off for PBA business will be without loss of straight time pay by using pool time, provided:

A. A written request for the use of PBA pool time is submitted through the chain of command to the appropriate superior officer at least seventy-two (72) hours in advance of the time off, or verbal permission may be obtained from the representative's immediate supervisor in the case of unforeseen emergencies.

B. Sufficient manpower is available on his or her regular shift to properly staff the department/unit during the absence of the PBA officials as determined by the appropriate superior officer.

C. Approval by the appropriate superior officer in advance of the use of pool time, except in emergencies as provided in Part A above.

Section 2.
Employees covered by this agreement may donate a minimum of one (1) hour of compensatory time per year toward a PBA business pool time account.

Section 3.
Unused time in the PBA business pool time account will be carried into the next fiscal year.

ARTICLE 7
BULLETIN BOARD

Section 1.
The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

A. Notices of PBA elections and results of elections.
B. Notices of PBA meetings and minutes of same.
C. Notices of PBA recreational and social affairs.
D. Notices to PBA members concerning wages, hours and working conditions.
E. Notices that are approved, in writing, by the Chief. The Chief's decision shall be final and shall not be subject to the grievance procedure.

All notices posted shall be signed by an Officer of PBA and a duplicate copy of each notice shall be delivered or faxed to the office of the Chief at the time the notice is posted.

Any material found on the Bulletin Board, not in compliance with this Section, shall be removed by an appropriate City Official and given to the appropriate PBA Official.

Section 2.
All costs in preparing and posting of PBA notices shall be borne by the PBA.

ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1.
The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this Grievance and Arbitration procedure, but only to the extent set forth below.

In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement. The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.

Section 2.
A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall contain a short statement of the facts giving rise to the grievance, the section(s) of the agreement alleged to have been violated, the date(s) of the alleged violation, the specific remedy sought, the date of submission and response from the Informal Step (if applicable), and shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the same information shall be included but the grievance will be signed by an officer of the Union, who shall also identify the employees on whose behalf the grievance is filed. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section(s) so identified. Discipline shall be subject to this grievance procedure only where it involves the suspension, demotion or discharge of employees other than those in an initial probationary period. Oral or written reprimands may only be grieved through Step 2. An employee on a promotional probationary period may not grieve a return to the former rank held. Moreover, where a matter regarding discipline could be appealed through multiple forums, then only one appeal shall be permitted, with the grievant electing the process to be used at the outset pursuant to Section 447.401, Florida Statutes.

At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have the Union representative in attendance to assist him or her. For the purpose of this article, workdays shall not be defined with reference to the individual Grievant or Grievants, but rather shall mean 0800 to 1700 hours, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance was filed in a timely manner.

Section 3.

The grievance procedure shall be administered in the following manner:

Informal Step: The aggrieved employee shall meet with the City non-bargaining unit supervisor at the lowest level capable of resolving the grievance and shall orally discuss the grievance within five (5) working days of when the Grievant knew or should have known of the event giving rise to the grievance. If the individual to whom the grievance has been presented orally lacks the authority to resolve the grievance, he or she shall refer the Grievant to the appropriate management official. The official shall make a decision and orally communicate it to the Grievant within five (5) working days of presentation of the grievance. Only individual and not class grievances are subject to the Informal Step. The failure of an employee to present a grievance at the informal step shall not be a basis for denial if the grievance is timely presented at Step 1.

Step 1. The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the appropriate Assistant Chief or designee. The filing of a grievance shall be done within ten (10) working days of when the Grievant knew or should have known of the event giving rise to the grievance or receipt of the informal Step response, as applicable.

The appropriate Assistant Chief or designee shall meet with the Grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the Grievant within ten (10) working days from the date of the meeting.

Step 2. If the grievance is not resolved at Step 1, the Grievant shall present the original grievance, together with the appropriate Assistant Chief's or designee's response, to the Police Chief or designee, within ten (10) working days of the date the Grievant received the appropriate Assistant Chief's or designee's response. The Grievant may at the time of appeal to Step 2 request a meeting with the Police Chief or his/her designee. Upon receipt of the grievance, the Police Chief may request a meeting with the Grievant. Within ten (10) working days of the later of his or her receipt of the grievance or a meeting held pursuant to Step 2, the Police Chief or his/her designee shall provide his/her answer to the grievance.

Section 4.

If the grievant is dissatisfied with the grievance resolution issued by the Police Chief, the grievance may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

a) Within ten (10) working days from the decision of the Police Chief or designee at Step 2, the Union must notify the Chief of its intention to arbitrate. Within fifteen (15) working days of the notice of intent to arbitrate, the Police Chief and the Union shall meet for a final opportunity to resolve the grievance. If that effort is unsuccessful, the Union shall within thirty (30) working days request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list.

Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be borne by the losing party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

b) The arbitrator shall arbitrate only the issues presented.

c) In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause," as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the City. If the arbitrator finds that "Just Cause" existed, the discipline must be sustained. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the City occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its inclusion in the same disciplinary grouping as the transgression which is the subject of the arbitration.

d) Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the Grievant.

e) All time limits set forth in the above Article may be extended by mutual written agreement of the parties.

Section 5.
Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. If any grievance is not submitted within the time limits as prescribed in every step, it shall be considered untimely and deemed void. Failure by Management to observe time limits for any step of the grievance procedure shall result in automatic advancement of the grievance to the next step. However, the grieving employee or the Union must notify the next step that the time limit has expired resulting in an appeal to the next step.

ARTICLE 9
STRIKES

Section 1.
The PBA agrees that during the term of this Agreement it will not authorize, instigate, condone, excuse, ratify or acquiesce in any strike, slowdown, work stoppage, picketing or any other like or similar activity likely to interfere with the efficient operation of the City's affairs. Moreover, should such activity occur, the PBA agrees to expressly and publicly disavow support for such activity.

Section 2.
Should the PBA or its member employees included in the collective bargaining unit breach Section 1 of this Article, then the City may proceed to a court of competent jurisdiction, and without notice, obtain an injunction against PBA and/or its member employees. The City may also take any other action authorized or required by law.

Section 3.
Should any member of the bargaining unit engage in the activity proscribed in Section I of this Article, the member shall be subject to the penalties provided by law. The City retains all its inherent and explicit managerial rights to take disciplinary action against any member who engages in such activity, and such discipline as may be imposed, shall not be subject to arbitration. Nor shall any other part of this article be subject to arbitration.

ARTICLE 10
FUNERAL LEAVE

Section 1.
All full-time employees may be granted, upon approval of the Chief, time off with pay in the event of death in his or her immediate family. All Bargaining Unit Members shall be granted up to forty hours (40) of leave for the burial of such family member in the State of Florida, and a maximum of the number of shifts necessary for the employee to be off for one week shall be granted for the burial of such family member outside the State of Florida.

Section 2.
The employee's immediate family shall be defined to include the spouse, parents, step-parents, grandparents, brothers, sisters, children, grandchildren, and stepchildren of both the employee and spouse.

Section 3.
Funeral leave shall not be charged to vacation or sick leave.

Section 4.
Should an employee require additional time other than provided in Section 1 of this Article, he or she may request the additional time from the Chief. Additional time may be approved in the sole discretion of the Chief. If the Chief approves additional time, it will be charged to vacation leave or compensatory time, if sufficient hours have been accrued.

Section 5.
Within 30 days of the death of the immediate family member, the employee shall provide the Chief with proof of death before compensation is approved, if requested.

ARTICLE 11
MILITARY LEAVE

Section 1.
Employees covered by this Agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty status. The City of Bradenton and the Union agree to act in accordance with Federal Laws and the City of Bradenton Employee Handbook with regards to Military Leave. The City of Bradenton will provide 30 workdays of military leave to Employees covered by this agreement in any one City Fiscal year (October 1 to September 30).

Section 2.
The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty as permitted and to the extent required by law. Such order or statement must accompany the formal request for military leave.

Section 3.
Employees who are members of the United States military or Florida State National Guard shall be excused from work to attend inactive duty training as required.

Section 4.
Employees called into active military service shall have all reinstatement rights guaranteed by state and/or federal law so long as any requirements stated therein are met. Disputes regarding such rights shall be resolved by the procedures established at law and not by arbitration under this Agreement.

ARTICLE 12
HOLIDAY LEAVE BENEFITS

Section 1.
The following holidays shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, and those receiving Workers' Compensation benefits:

New Year's Day	January 1
Martin Luther King's Birthday	When observed
President's Day	When observed
Memorial Day	When observed
Independence Day	July 4
Labor Day	When observed
Veteran's Day	When observed
Thanksgiving Day	When observed
Day following Thanksgiving	When observed
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	When observed

Section 2.
An employee must be on active pay status or work his or her normal schedule of hours on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 3.
Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.

Section 4.
Employees who are required to work on a holiday's designated date will be compensated at their regular rate of pay in addition to their holiday pay. Holiday pay when an employee works the holiday shall equal the amount of time equal to his or her regularly scheduled shift length.

Section 5.
Employees shall receive eight (8) hours of pay, ten (10) hours of pay or twelve (12) hours of pay, depending on the employee's shift at the time of the holiday, for all official paid holidays as

described in Section 1 on which an employee works. If the employee does not work the holiday, the employee shall be paid up to ten (10) hours (depending on shift).

Section 6.

An employee shall receive 100% of all holiday pay accrued and unused per Section 7 below when he separates from his or her employment with the City for any reason.

Section 7.

An employee, at his/her option, may request the City to "bank" his/her holidays during the fiscal year. Such request shall be in writing. If the City grants the request, said holidays must be taken within the month of the holiday.

ARTICLE 13
VACATION LEAVE

Section 1.
Vacation or annual leave is used for time off for personal matters.

Section 2.
Employees shall be eligible for annual leave after six months of service. Such employee may use annual leave with the prior approval of the Chief. Vacation time and time off for personal matters must be approved in advance of the time that the employee intends to take off.

Section 3.
Vacation or annual leave is accumulated at eight (8) hours for each month's service (ninety-six hours per year), unless otherwise excluded in Section 7 of this Article. Employees will have their annual leave account credited with an additional twenty (20) hours for each five years of uninterrupted service, not to exceed sixty (60) additional hours per year. Service credit must be completed by and the employee actively employed on December 31 for this purpose.

Section 4.
No more than Three Hundred (300) hours of vacation leave may be carried forward from one calendar year to the next. Any accumulation over the maximum of 300 hours will not be carried over to the next calendar year.

If the City Council approves an increase in the amount carryover permitted for non- union employees generally, that same benefit shall be afforded the bargaining unit on the same terms as granted to the non-union employees generally without the need for further bargaining.

Section 5.
Every effort shall be made by the Department to see that every employee with sufficient accumulated leave is afforded the opportunity to take at a minimum eighty-four (84) hours of annual vacation every year, if properly requested.

Section 6.
When an employee, other than a probationary employee, separates from the Department for any reason, he or she shall be paid in a lump sum for all unused annual leave up to, and not exceeding 240 hours, at his or her base straight time hourly rate at time of payout, not including acting pay. Any additional leave time in excess of this amount will have to be used prior to the employee's separation date.

If an employee separates from employment with the City prior to completion of twenty (20) years of service, it shall be their responsibility to use whatever leave time remains in excess of the two hundred and forty (240) hour maximum cash out. If the employee fails to use his/her time before the date of separation, any remaining vacation time will not be paid.

Section 7.
Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-paid status.

If an employee is absent due to a job-related illness or injury covered by workers compensation, the employee shall not accrue annual leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers compensation illness or injury, the employee will be credited with the annual leave he or she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Section 4 above.

Section 8.
At appropriate times during the calendar year, the Chief or his/her designee will consult with eligible employees regarding planned vacation periods and will establish work and vacation schedules, providing schedule preference to employees according to individual employee seniority of service; however, primary consideration will be given to the continued function of the department. Vacation scheduling shall be done in accordance with the Department's Procedural General Order on this issue.

Section 9.
Employees shall request vacation in writing at least two weeks prior to the requested time off, and the Chief or his/her designee shall approve or deny the request. Consideration for vacation shall be based on a first come, first serve basis, not based on seniority.

Section 10.
Approval or denial of Vacation Leave and Compensatory Time Off will be based on the staffing levels for the date that is requested off, as determined in advance, by the Police Chief or designee.

ARTICLE 14
SICK LEAVE

Section 1. Sick Leave
All full-time employees shall be entitled to ninety-six (96) hours of sick leave per year accrued on a payroll-period basis. Accrual will be based on active pay status. Employees shall be eligible for sick leave after six (6) months of service. Sick leave must be earned before it is authorized. Employees who are unable to perform their duty because of illness of a spouse, or dependent living in the employee's home, may use sick leave from their accrued sick leave account. Sick leave for the above-mentioned dependents will be granted when the employee's presence is required in the care of the dependent.

Section 2. Approvals
The employee's supervisor, or on-duty Watch Commander, may approve an employee's request to be absent from work for a period of time not to exceed three (3) days for medical reasons, based upon the information available at the time of the notification that meets the satisfaction of the employee's supervisor or on-duty Watch Commander that the employee is actually too ill or injured to be expected to work. If the illness is less than three (3) days and not recurring, a physician's report is not needed. Illness approvals may be granted; however, this approval is subject to further investigation including, but not limited to unannounced visits to the employee's residence and/or a medical evaluation by a doctor designated and compensated by the City. The Police Chief or designee may send home an employee who is too ill or injured to work, or would cause an unhealthy working environment if he/she came into contact with other employees.

Section 3. Notification
An employee medically incapacitated to the extent that he/she is unable to work shall personally notify his/her supervisor, or on-duty Watch Commander, before the employee's scheduled reporting time, giving the reason for the requested illness leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify his/her Supervisor or on-duty Watch Commander, and can substantiate this to the satisfaction of Department management, illness leave may be authorized by the Police Chief or designee.

Employees shall follow proper notification and absence request procedures described in departmental General Orders or city procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Police Chief or designee. Failure to properly report absences may cause an employee to be charged with leave of absence without permission and may result in disciplinary action.

Section 4. FMLA

Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA). If the illness leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. The year is defined by the City as a "rolling" twelve (12)-month period which is the twelve (12) months preceding the current FMLA event. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by workers' compensation.

Section 5. Physician's Report

In order to utilize the illness benefit under this Article for bona-fide illnesses, or injuries which require an employee's absence from work, the Police Chief or designee may use discretion as to when a physician's report is necessary. A completed physician's report must be submitted to the Human Resources Generalist in the Police Department's Office of Personnel Services in each case where an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illnesses or injuries. The medical report will not be accepted by Department management unless it has been properly completed in full, including the employee's expected return to duty date, the attending physician's signature, and the physician's diagnosis covering the dates of treatment and recuperative period required. Additional information may be necessary and requested from the employee based on the circumstances of the illness.

Section 6. Illness Recuperation

An employee granted illness leave greater than three (3) consecutive days shall assist in promoting his/her recuperation by remaining at either his/her residence, a hospital, or another location approved in writing in advance by the attending physician. The written approval shall be presented to the Police Chief or his/her designee for verification prior to the employee recuperating at the alternate site. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior written approval from his/her physician and notification of his/her supervisor. The written approval shall be presented to the Police Chief or his/her designee for verification. The City reserves the right to obtain, at its own expense, the opinion of another physician of its own choosing concerning what constitutes an appropriate location for recuperation, or appropriate recreational activities, for an employee too ill or injured to work. Abuse of illness leave privileges shall constitute grounds for disciplinary action. Pre-authorized illness leave must be on file with the immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee may be reached.

Employees recuperating from a medical condition in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and the employee's address and phone number where the employee may be reached are to be a part of the request. This request may be made verbally to the employee's supervisor and documented as necessary.

If, and whenever, illness leave may appear to be abused or frequently used, Department management may require the employee claiming/requesting such leave to furnish a physician's diagnosis. Abuse of illness leave privileges shall constitute grounds for disciplinary action.

Section 7.
Department management shall use discretion in determining whether or not a visit is required to verify the reason for an employee's medical absence and a report made of the reasons for absence from duty.

Section 8.
Should an employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such employee's timesheet shall be coded as leave without pay, and the employee may be disciplined.

Section 9.
An employee who has worked longer than one (1) calendar year may, at his/her option, elect to have 25% of his/her unused sick leave transferred to annual vacation leave or may elect to continue to accrue such sick leave.

Section 10.
Sick leave used under this Article shall be charged as used in increments of one-half (1/2) hour.

ARTICLE 15
DISABILITY LEAVE / WORKERS' COMPENSATION

Section 1.
All employees are covered by the Florida Workers' Compensation Act, hereinafter called the Act, and shall be entitled to all benefits awarded under said Act.

Section 2.
When an employee suffers an injury in the line of duty, regardless of whether he is working a regularly assigned shift, he or she shall be covered by the Act; and said injuries shall be reported immediately to the employee's supervisor, Chief or the City's Risk/Safety Director.

Section 3.
Family and Medical Leave Act and the Americans With Disabilities Act:

In addition to the leave provided herein the City shall comply with the Family and Medical Leave Act of 1993 and the Americans With Disabilities Act of 1990.

Section 4.
If an employee is absent due to a job-related illness or injury covered by Workers' Compensation, the employee shall not accrue annual leave or sick leave while absent from work. However, upon return to work or in the event the employee separates employment due to the Workers' Compensation illness or injury, the employee will be credited with the annual leave and sick leave he or she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Article 13, Section 4.

See also: Article 33 – Light Duty

ARTICLE 16
ACTING OFFICER

Section 1.
Whenever a bargaining unit member is required to serve in a higher rank, s/he shall be paid at the starting rate of pay for an officer serving in that higher rank, provided he or she works at least one full shift in the higher rank.

Section 2.
There shall be no distinction between an "acting" officer and an officer who has the same permanent rank with respect to his or her job description, and any "acting" officer shall have all the rights, duties and privileges of rank as though he or she were a permanent officer in that rank.

ARTICLE 17
SENIORITY AND REDUCTION-IN-FORCE

Section 1.
City seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 2.
Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence or suspensions of thirty (30) consecutive calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence or suspensions without pay for periods of less than thirty (30) consecutive calendar days shall not cause the classification seniority date to be adjusted.

Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3.
All new employees and newly promoted employees shall be placed on probation for the first year in the classification.

Section 4.
Employees shall lose their seniority as a result of the following:

A. Voluntary Termination

B. Retirement

C. Termination for Legitimate Reasons

D. Absent without authorized leave for three (3) consecutive working days

E. Failure to return from military leave within the time limits prescribed by law.

Section 5. Layoff

The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment.

Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification, the employee with the lowest identification number will be deemed to be the senior employee.

A. Sergeants shall have the option of accepting a layoff or being reduced in rank to patrolman.

B. Sergeants accepting reduction in rank to patrolman shall retain full departmental seniority.

Section 6. Recall

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the employment office.

If no indication to return to work is received from the employee or the employee indicates that he or she cannot return to work at that time, he or she will be dropped from the recall lists and will be eligible for employment just like any other applicant.

A. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties of the job. A laid-off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

B. Sergeants reduced in rank under the provisions of this Article shall retain recall rights to his or her former position over any eligibility list.

C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.

D. When recalled, an employee's classification seniority date shall remain the same.

Section 7.

Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

ARTICLE 18
MAINTENANCE OF CONDITIONS

Section 1.
Written rules, regulations, policies and procedures of the Police Department and the City in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations of the Police Department and the City and if they are not in conflict with any Articles or Sections of the Agreement.

Section 2.
This Agreement shall take precedence over all written rules, regulations, policies or procedures of the Police department and City in direct conflict with this Agreement.

Section 3.
Any rule or policy change shall not be implemented until and unless PBA is notified. If such rule or policy change is the subject of mandatory bargaining as that term is defined by the Public Employees Relations Commission, the City agrees to bargain the impact of such change with PBA. If the said change is permissive, the City agrees to discuss the change prior to its implementation.

ARTICLE 19
SAVINGS CLAUSE

Section 1.
If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.
In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular Article or Section invalidated.

ARTICLE 20
WORK WEEK AND OVERTIME

Section 1.
The normal bi-weekly work period will consist of eighty-four (84) hours. The Employer's management staff will establish the work week and length of shift best suited to meet the needs of the department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. All compensation for work performed will be paid in accordance with the requirement of the Fair Labor Standards Act. The Employer sets the shift length in the Patrol Division to a 12-hour shift rotation over a two-week (14 day) span, to be reevaluated yearly. The Employer agrees to negotiate with the Union if, upon reevaluation, the Employer desires to change the shift length in Patrol to some other schedule variation. In the event the Union opposes the desired change, the Employer and the Union shall present the issues to the Mayor before implementation, whose decision shall be final and binding. The consultation process including the Mayor's decision will be completed within 30 calendar days unless otherwise agreed. This consultation requirement shall not be required in the case of individual schedule adjustments as appropriate to meet the needs of the Department.

Section 2.
All authorized and approved work performed in excess of 80 hours but less than 84 completed hours will not be paid at an overtime rate of one and one-half (1 ½) times the employees straight time rate of pay. Any hours performed in excess of 85 hours in any payroll cycle, inclusive of meal period, shall be considered as overtime and shall be paid at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay, pursuant to the Fair Labor Standards Act. The Employer and Union agree that the Employer's intent will be to adjust the officers' 80 84th hours of work (additional four hours) as "flex time" within that pay period instead of compensating at straight pay. The Employer would also consider compensatory time should a "flex time" adjustment not be possible due to scheduling or unforeseen circumstances. Refer to Table 1 at the bottom of this article for an example of scheduling.

Employees may be required to accrue compensatory time in lieu of overtime compensation for certain types of work performed. In these circumstances, compensatory time will accrue at a rate of time and one half for each hour worked up to a maximum of 80 hours of compensatory time. Upon retirement after a full twenty (20) years of service, bargaining unit employees shall be allowed to convert a maximum of forty (40) accrued compensatory hours to sick time. Any remaining hours over forty shall either be taken off or paid as straight time.

Overtime and compensatory time will be computed daily in one quarter (1/4) hour increments, after 15 minutes.

Employees shall accrue compensatory time off for work performed during the first half hour after the designated time for the end of the shift, following the 84th hour worked in the two-week

pay period. The employee will be paid at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay for all work performed after the

first half hour subsequent to the designated time for the end of the shift over 84 hours. If a bargaining unit employee has accumulated the maximum amount of compensatory time allowed under the terms of this contract, the employee will be paid overtime compensation for time worked after the designated end of the shift.

The City may use traffic grants from The Florida Department of Transportation (FDOT) to provide overtime compensation to employees. If traffic grant funds from the FDOT are used to provide overtime compensation to employees, then the calculation of overtime will be based on the pay period work hours as defined in the State of Florida Personnel System, Classification and Compensation Program Manual, Division of Human Resources Management, Revised May 13, 2019 (HRM #108-013), which states:

"Pay period work hours are the number of hours for which the employee is accountable for working or charging leave each pay period."

All FDOT traffic grant hours in excess of 84 hours (including hours worked and charged as leave) in each pay period will be compensated at the overtime rate of one and one half (1 ½) times the employee's straight time rate of pay.

Section 3.
For the purpose of overtime compensation, holiday pay will not be considered as time worked when said holiday falls on the employee's regular scheduled day off, and the employee does not work that day.

Section 4.
Employees shall be required to work overtime when requested unless excused by supervisors.

Scheduled Additional Work Hours:

When the Department is aware of the need for employees to be scheduled for work outside their normal work hours, and the need for those additional hours are known by the Department and announced to the employee a minimum of 72 hours in advance, the employee shall receive either 1) compensatory time, on hour-for-hour basis for the additional hours or 2) may have their schedule flexed (staffing permitted) within the same pay period for a like number of hours to compensate for the additional work hours.

No more than eighty (80) hours of compensatory time may be accrued. Unused compensatory time may be used at any time with the approval of the supervisor but will not be paid at separation of employment. Employees who are not eligible to receive compensatory time because they are over the 80 hour maximum shall have their schedules flexed in a like number of hours.

This section shall not apply to additional work hours associated with festivals, organized events, parades etc. where the majority of the Department is activated for coverage.

Unscheduled Additional Work Hours:

When employees are required to work additional hours outside their normal work hours when the need for those additional work hours are the result of the Department calling in an employee for an emergency situation, or when the Department assigns additional work hours with less than 72 hours' notice the employee shall be compensated at a rate of pay equal to time-and-one-half the employee's hourly rate of pay for each additional work hour.

When employees are required to work additional hours outside their normal work hours as the result of a festival, organized event, parade etc., where the majority of the Department is activated for coverage, the employee shall be compensated at a rate of pay equal to time-and-one-half the employee's hourly rate of pay for each additional work hour.

Section 5.

A. For purposes of this section, the following definitions shall apply:

1) Court time – Off duty attendance at court or equivalent legal proceeding disconnected from the normal scheduled work shift, required of an employee arising from City employment by subpoena or equivalent mandate by a government agency, excluding jury duty.

2) Call back – Recall to work at a time that is disconnected from the normal work shift and for which the employee did not receive prior notification during a regular scheduled shift. Call back does not include recall to work to complete or correct daily work product.

B. Court Time Compensation

1) Employees shall be paid at one and one-half times their straight rate of pay, inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court, but no less than a minimum of two and a half (2.5) hours.

2) Multiple appearances on the same calendar day shall be paid separately or as one continuous appearance, whichever is least expensive to the City.

3) An appearance within two (2) hours of a regularly scheduled shift shall not be compensated as court time, but rather as normal hours worked.

4) Phone calls received off duty relating to a covered court time event which are a minimum of fifteen (15) minutes or greater in duration shall be paid at the employee's regular rate and counted as hours worked for purposes of computing overtime. Phone calls of less than fifteen (15) minutes are agreed to be de minimus and shall not be compensated. Claims of compensation for phone calls must include sufficient information (i.e., date, time, duration and other party to call) so as to allow for verification.

C. Call back compensation

1) Employees shall be paid for actual time worked, with a minimum of two and a half (2.5) hours, at one-and one-half times their straight rate of pay.

2) Call back does not establish eligibility for holiday pay, except when actual hours worked exceeds six hours.

Section 6.
In the event the employer finds it necessary to require an employee to report to police headquarters during his or her normal off-duty time to receive disciplinary action, the employee shall not be eligible for call back pay, but shall be compensated at the employee's overtime rate, from portal to portal.

Section 7.
All police-related private duty employment shall be contracted with the Police Department and shall be compensated at the rate established by the Chief of Police, which shall be made known to the employee before he or she accepts the assignments.

Section 8.
In determining the number of employees working various shifts, the PBA recognizes that the Chief of Police, or her designee, has a right to distribute and assign personnel. The Chief of Police, or her designee, has also established that seniority is important in determining this distribution.

Section 9.
Shift assignments will be based on the following criteria:

1) Requests for shift assignment will be held every six (6) months;

2) Field Training Officers (FTO) and Field Training Sergeants (FTO Sergeant) will have first selection of shift based upon seniority. Upon completion of FTO bids, shift bid will open for all remaining patrol officers and sergeants based upon seniority

3) The number of FTO's assigned to any given shift will be determined by the Assistant Chief of Police, Patrol Operations. The balance of FTO's assigned to each shift will be reevaluated at each shift bid.

4) The bid procedure will be followed until such time a shift is staffed with its determined number of officers.

5) If a shift falls short of FTO's as assigned under Paragraph 2, the Chief of Police, or her designee, has the discretion to transfer the least senior FTO with proper notification on a temporary duty assignment basis.

6) Shift assignments will not be used as a form of disciplinary action.

Section 10.

The City will make reasonable efforts to ensure that all sworn employees assigned to Patrol receive a one-hour paid meal break each shift inclusive of travel time. Employees assigned to Patrol shall be available for calls should the need arise.

Section 11.

Officers and sergeants assigned to normal patrol duties will be subject to the 12-hour shift schedule. All other patrol assignments (Downtown, Riverwalk, Business Beat, Traffic, SRO, Crime Prevention, K-9 and any others not mentioned or forthcoming) may not be subject to the 12-hour shift.

Table 1

Week One – Day and Night Shifts								
	SUN	MON	TUE	WED	THU	FRI	SAT	Officers/Shift
A/C shift	Work	RDO	RDO	Work	Work	RDO	RDO	Day/13 Night
B/D shift	RDO	Work	Work	RDO	RDO	Work	Work	Day/12 Night

Week Two – Day and Night Shifts								
	SUN	MON	TUE	WED	THU	FRI	SAT	Officers/Shift
A/C shift	RDO	Work	Work	RDO	RDO	Work	Work	Day/13 Night
B/D shift	Work	RDO	RDO	Work	Work	RDO	RDO	Day/12 Night

ARTICLE 21
PERSONAL PROPERTY

Section 1.
The City shall reimburse the employees for loss or damage of personal equipment required in the performance of their duties as authorized by the Chief of Police or his/her designee, up to a maximum of $50.00 per on-the-job incident during assigned Police duties.

Section 2.
The loss or damage of medically required prescription corrective lenses, denture plates or hearing aids will be reimbursed pursuant to the State of Florida's Workers' Compensation fee schedule.

Section 3.
An employee shall be responsible for loss or damage as a result of carelessness, negligence or deliberate acts.

Section 4.
Effective October 1, 2022, Patrol Officers shall be paid an annual personal equipment stipend of $150.00.

Employees assigned to other than patrol shall be paid an annual clothing/equipment stipend of $400.

The City will pay these in the first full pay period in October unless otherwise agreed upon by both the City and the Union.

ARTICLE 22
PAY PLAN

Section 1.
The pay plan for officers is comprised of 12 steps for FY2024, 13 steps for FY2025 and 14 steps for FY2026 as set forth in Appendix "A". The pay plan for sergeants is comprised of 7 steps for FY2024, 8 steps for FY2025 and 9 steps for FY2026 as set forth in Appendix "A".

Pay Plan Rates: For the fiscal years 2023-2024, 2024-2025 and 2025-2026, and effective with the first full period in October, 2023, 2024 and 2025, respectively, the officers and sergeants will be paid in accordance with the pay plan reflected in Appendix "A". Each bargaining unit member will stay at their current fiscal year (2022-2023) step, but will be paid at the new pay rate for that step beginning in the first full pay period of October 2023. For fiscal year 2024-2025 and 2025-2026, each bargaining unit member shall advance one step in the pay plan reflected in Appendix "A".

Effective the first full pay period in October 2023, all bargaining unit members shall be placed in the last step that reflects their current complete years of service as of September 30, 2023.

Section 2.
The City shall have the discretion in the implementation of the pay plan to slot a recruit in an appropriate step, up to and including Step 5 based on the recruit's educational background and/or experience.

Section 3.
Employees promoted to Sergeant during the term of this Agreement shall receive an increase to the minimum rate of pay (entry level step) for the Sergeant range or to the appropriate step resulting in at least a five percent (5%) increase, whichever is greater.

Section 4.
Employees who are regularly assigned to the night shift (working a regularly scheduled shift that begins and ends between the hours of 2 P.M. and 7 A.M.) shall receive $1.00 per hour shift differential for the hours worked that fall between the hours of 2 P.M. and 7 A.M. This article shall be applicable to all bargaining unit employees, including detectives, investigators and those assigned to specialty units but shall exclude employees who work on the day or afternoon shifts.

Section 5.
K-9 officers perform work related to the care of departmental dogs outside their normally scheduled hours. The City recognizes that this time is compensable and will be paid in accordance with the following:

a. The parties agree that an average of five (5) hours per week is spent on such duties. K-9 officers will not work beyond the five hours established unless exigent circumstances indicate a need and only upon the approval of a supervisor.

b. The parties further agree that it is the prerogative of the department whether time spent in excess of the above is necessary.

c. K-9 officer shall be paid $150.00 per pay period as compensation for time spent in such care.

Section 6.
Master Patrol Officers, Field Training Officers, FTO Sergeants, and members of the SWAT Team, shall, in additional to their regular rate of pay, be paid a premium of $200.00 per month. There shall be no doubling up of premium pay. The officers who qualify for any of the above shall only be eligible for one premium pay $200.00 per month. Field Training Officers shall be compensated at of one (1) hour of Compensatory Time for each Daily Observation Report (DOR) completed. Each DOR shall be entered by the member into the City's payroll system using a code designated by the City.

Section 7.
Employees assigned to the Patrol Support Division by the Chief shall receive a total of $3000 per year, paid bi-weekly during assignment in said unit. These employees shall not be entitled to Holiday pay (when it is in addition to their normal 40-hour work week) as it is understood they will be off on City Holidays. Said employees choosing to work a Holiday, shall not receive additional compensation, but shall only be paid their normal 40 hours. The only exception to this is when hours actually worked are over 40 hours in a week, which would result in overtime pursuant to the FLSA or when said employee is mandated to work a holiday due to staffing. It is understood that the Chief has the sole discretion to assign employees to this unit.

Section 8.
The City and the Union agree that bilingual officers who services and skills are used for purposes of translating during the course of their duties shall be compensated for such services. The rate of compensation shall be set at $20.00 per week. The department shall have the discretion to implement an appropriate testing procedure to determine whether or not the officer's skills are commensurate with the skill level necessary to qualify as a translator. Prior to the implementation of such a test, the City agrees to contact the PBA and discuss the proposed test and the implementation of the testing procedure.

Section 9.
Effective October 1, 2022, the City shall provide on call pay for any on-call bargaining unit member. The on-call pay shall be one dollar ($1.00) per hour for every hour that the bargaining unit member is on call and off duty.

The Department shall continue to adhere to its current policy for establishing on-call status and rotation. A minimum of two and a half (2.5) hours overtime (or actual time worked, whichever is greater) shall be paid for each emergency call out. Overtime shall be paid at the rate of one and one half (1.5) times the regular rate of pay.

Section 10.
Effective October 1, 2022, any Detective who is transferred thereafter into Detective Grade 1, per PGO, during the term of this Agreement shall receive a salary increase of seven percent (7%). There will be five or more available Detective Grade 1 positions. Any such positions filled after October 1, 2022, shall serve at the discretion of the Chief.

Section 11.
In order to become eligible or maintain eligibility as a Master Patrol Officer, employees must qualify each fiscal year by meeting the following criteria:

a. Have at least ten (10) years of service in the City's Police Department;

b. Have no record of a disciplinary suspension on file within the previous two (2) years;

c. Have no more than a total of two (2) unacceptable ratings in any categories in the previous two (2) performance evaluations combined;

d. Have no more than one (1) week of unscheduled leave beyond the twelve (12) weeks of FMLA leave during the previous twelve (12) months; and

e. Agree to perform additional duties as assigned.

It is understood that any violations of the terms above shall result in either ineligibility for this designation and/or immediate demotion for those who have previously received this designation.

Section 12.
Changes to employees' rates of pay will be made from the beginning of the pay period during which the change is to be made.

ARTICLE 23
UNIFORM CLEANING SERVICES

Section 1.
Effective October 1, 2003, the City shall provide uniform cleaning services at locations selected at the sole discretion of the City, and shall pay all costs of uniform cleaning expenses for employees, not to exceed two (2) sets of uniforms per week. So long as the cost of this service does not exceed the pro rata amount budgeted for the Police Department as a whole for two consecutive months, employees may have up to four (4) sets of uniforms per week and one (1) jacket per month cleaned. If the pro rata monthly cost exceeds the budgeted amount for two consecutive months, then the uniform cleaning expense benefit shall be returned to two (2) sets of uniforms per week for the remainder of that fiscal year.

Section 2.
The employees shall be responsible for damage of clothing and equipment as a result of carelessness, negligence, or deliberate acts.

ARTICLE 24
JURY DUTY

Section 1.
In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court or State Court he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

Section 2.
If any employee is called for Federal Jury Duty or State Jury Duty he or she shall immediately notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

Section 3.
The employee shall provide the Chief of Police with proof of jury duty service before compensation is approved.

ARTICLE 25
PERSONNEL RECORDS

Section 1.
The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his or her own or department personnel file. The employee shall be required to sign to acknowledge receipt.

Section 2.
A letter/memo which is initiated by the employer should be initialed by the employee concerned prior to placement in the employee's file to indicate it was seen by the employee.

Section 3.
Complimentary or derogatory letters concerning an employee received by the employer will be placed in the personnel file of the employee concerned. The employee shall be notified forthwith of any letters received, and the employee shall have the right to comment on the contents of such letters, and have such comments entered in his or her file.

Section 4.
Any letter, memo, document or other written material relating to the employee's medical condition, whether past or present, shall be placed in a separate file from his or her personnel file. Said file shall be marked "CONFIDENTIAL," and shall be maintained in accordance with law.

Section 5.
Copies of an employee's file shall be made available to the employee at the rate of $.15 per page. Access to the employee's file shall be granted upon request.

ARTICLE 26
SUBSTANCE TESTING

Section 1.
It is the policy of the City of Bradenton that its employees shall not use illegal drugs or abuse alcohol or lawfully taken drugs.
The possession, use or sale of illegal drugs is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

Section 2.
Any employee covered by this Agreement shall be subject to a blood, urine or intoxilizer test accomplished by certified and qualified operators and accredited testing laboratory if there is reasonable suspicion, based upon observed actions e.g. speech, breath odor, walk, on the part of the employee's immediate supervisor and the Police Chief or his/her designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion.

Section 3.
When an employee tests positive (i.e. a drug or drugs is detected in the blood) a second test will be run on the sample originally taken. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.

Section 4.
The testing will be done at the City's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances that may impact the test results.
If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or discharged.

Section 5.
The failure or refusal of an employee to submit to a blood, urine or intoxilizer test when ordered to take it, shall result in discharge.

Section 6.
In the event that an employee informs the employer of employee's abuse of alcohol/drugs prior to reporting for duty and prior to testing, no disciplinary action shall be taken against the employee; provided, the employee enrolls in a bona fide rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, employee may be granted leave of absence, without pay.

Failure to successfully complete the rehabilitation/treatment program shall result in discharge. This applies to the first offense only.

Section 7.
The parties agree that the City has in place a "Drug Free Workplace" program under the Florida Workers' Compensation Act and that the City may unilaterally update such program to conform to the changes in the law. The testing process for tests conducted pursuant to this Article shall be in accordance with this program.

Section 8.
Employees covered under this agreement shall be subject to random testing of up to ten percent (10%) of the total sworn Police department workforce each month. Random selection will be done by computer, and shall be operated outside the Police Department. Upon request, the Union shall be afforded the opportunity for examination of the random selection process for the purpose of insuring the integrity of the system.

Employees who test positive for illegal drugs as a result of a random test shall be terminated. Employees who test positive for other than illegal drugs may take advantage of the rehabilitation opportunity set forth in Section 6 above, subject to the terms and conditions set forth therein.

ARTICLE 27
EDUCATIONAL INCENTIVE

Section 1.
The City shall pay a salary incentive to all full-time police officers pursuant to Section 943.22, F.S.

Section 2.
Upon advance approval, the City shall reimburse registration and tuition expenses for full-time employees enrolled in job-related training, classes, or a degreed program. Reimbursement will be approved, processed, and effectuated in the manner prescribed in Section 9.12 of the City of Bradenton Employee Handbook, or Police Department Policy, which may be amended from time to time by the City.

Section 3.
Any employee receiving permission to attend a specialized training class or seminar paid for by the City must maintain employment with the Bradenton Police Department for at least three (3) years after the date of completion of the training class, seminar, or reimbursed college course.

If an employee chooses to leave his or her employment with the Bradenton Police Department prior to the three-year anniversary of the completion of the training class or seminar, the employee agrees to reimburse the City for the cost of the training class, seminar, or reimbursed college course, unless the employee retires under "normal" or "line of duty disability" conditions as defined by the employee's applicable pension plan.

ARTICLE 28
HEALTH AND DISABILITY INSURANCE

Members of the bargaining unit shall be enrolled in the City's insurance programs and shall be subject to the terms and conditions therein. The Union may appoint a representative to serve on the City Benefits Committee. The Union's designee shall have the opportunity to provide input and vote on any recommendation made to the City Council.

If the Union disagrees with any of the insurance options to be presented to the City Council for consideration, the Union may make a presentation to Council before a decision is made regarding benefits, it being understood that ultimately employees covered by the Agreement shall be subject to same insurance benefits on the same terms as are enjoyed by other City employees generally.

ARTICLE 29
ANNUAL PHYSICAL AND CANCER SCREENING

Annually 1/3 (approx. 41 sworn members) of the Department will undergo a comprehensive physical examination, including a cancer screening by a physician. It is intended that each sworn member of the Department will receive a comprehensive physical and cancer screening once every three years.

The physical and cancer screening shall be at no cost to sworn employees and scheduled during normal work hours. Physical examinations may include physical examination, blood tests, urine test, ECG, chest x-ray, mammography, immunization/infectious disease screening, and cancer screening as clinically necessary. The Department will coordinate physical examinations with a local provider. To be eligible for this benefit, sworn employees must visit the Department approved clinic.

Additionally, the Chief of Police will be able to fill any vacant screenings with Reserve Officers or other Sworn Personnel. Any referrals or follow-up testing will be coordinated with the sworn member's primary care physician, specialist, or testing facility using the sworn member's health benefits.

ARTICLE 30
LONGEVITY PAY

The City currently offers longevity pay to those employees hired prior to January 1, 2009, through its Longevity Pay program. This program shall remain unchanged during the term of this agreement.

ARTICLE 31
LEAVE DONATION

Employees of the City of Bradenton Police Department may voluntarily donate vacation leave to another employee of the City of Bradenton Police Department when, in the opinion of each individual donor employee, there is a reason for doing so. Each employee may donate up to two (2) days of vacation leave.

Leave donations shall be limited so that no employee may donate more than a maximum of two (2) days leave to another employee during any twelve (12) month period. Employees who receive leave donations must first exhaust their own personal vacation and/or sick leave accounts.

All leave time donated shall be deposited in the receiving employee's leave bank within a reasonable time of the donation, and providing that there has been reasonable written notice of the donation on a form approved by the City. Donated time may only be used for sick leave purposes.

ARTICLE 32
UNION MEETINGS AND E-MAIL

The City of Bradenton agrees to allow the Union to schedule meetings of the bargaining unit at the Bradenton Police Department.

The City agrees to allow the continued use of Department e-mail for non-political union business and correspondence between members of the bargaining unit and Union officials as well as the scheduling of Union activities. Use of the Department e-mail shall be limited strictly to the purposes set forth herein above. Uses other than those specified above are prohibited. Abuse of the Department e-mail shall result in the parties scheduling bargaining within fourteen (14) days of such abuse to negotiate a resolution of the problem which may include suspension or revocation of this privilege.

The City agrees to allow the continued use of station bulletin boards for the purpose of posting Union business and correspondence.

ARTICLE 33
TRAINING

It is the intention of both the City and the PBA to work in collaboration to ensure that appropriate departmental training opportunities are provided to employees within the bargaining unit for the purpose of maintaining a high standard of officer safety, competency, and professionalism, and to ensure a continued high standard of service within the Bradenton Police Department.

The parties will work collaboratively to identify appropriate training opportunities to include general departmental training as well as high level and high liability training pertaining to functions such as firearms proficiency, defensive tactics, emergency vehicle operations, and first aid, among others.

ARTICLE 35
LIGHT DUTY

Section 1.
Employees may suffer injuries or illnesses which temporarily prevent them from performing the full range of the essential functions of their assigned positions. However, they may be able to work a restricted duty assignment. All employee requests for light duty must be accompanied by a physician's statement describing the specific restrictions being placed on the employee's activities. This physician's statement must also state that light duty work is appropriate given the employee's condition. The Department may assign such duties as the health and condition of the involved employee permits.

Employees injured on duty are also eligible to receive Workers' Compensation and on- duty injury benefits in accordance with state law and provisions contained elsewhere in this Agreement.

Section 2.
Employees who are temporarily unable to perform full duty, regardless of whether the injury occurred on duty or off duty, may request light duty assignments through their Chain of Command. Light duty assignments will be made through the Office of the Police Chief and may be mandated by management if light duty work is available.

First preference for light duty assignments shall be given to employees who have been injured on the job, followed by seniority based upon the employee's hire date. If light duty work is not available as determined by the Police Chief or designee, the employee shall not be permitted to work but may utilize whatever benefit, if any, is appropriate (e.g., accrued annual leave, accrued sick leave, Workers' Compensation, etc.).

If light duty work is available and the employee chooses, as permitted by the Family Medical Leave Act, not to work light duty in the case of an on-duty injury, the employee will not receive Workers' Compensation pay or on-duty injury benefits but may use the appropriate accrued leave, or leave without pay if the employee has no accrued leave. It will be the responsibility of the employee to maintain their benefits once accrued leave has been exhausted or is not available.

Section 3.
The opportunity to work light duty, if available, shall be afforded to a sworn officer who has suffered an on-duty injury as the result of one of the following:

1) Exposure to hazardous substances such as HBV and HIV-contaminated materials or chemicals which are known carcinogens; or
2) Physical harm from an encounter with criminal subjects which results in potentially serious medical treatment and extensive recovery.

Light duty assignments are intended for temporary periods when the employee is unable to perform the essential functions of his/her position, and shall cease to be available when he/she is informed that he/she has reached maximum medical improvement (MMI) or until a period of two (2) years has expired, whichever occurs first. This two (2)-year time period begins on the date when the physician places the employee on restricted/modified or no duty/total temporary disability (TTD) status because the employee cannot perform the essential functions of the job, and may only be extended by the Chief of Police or designee for an employee who has suffered a catastrophic injury as defined by Workers' Compensation Law. This time frame includes time off, time on light duty, and any period when the employee works intermittently.

An on-duty injury is an injury compensable under the Florida Workers' Compensation Law. Employees who are working in a light duty capacity as a result of an on-duty injury shall be relieved of duty when scheduled by the Workers' Compensation officer for continuing treatment, therapy sessions, and/or return visits to the treating physician for evaluations. Absences of less than one (1) full shift for Workers' Compensation follow- up treatment shall be considered as regular work time with no loss of pay for pay code purposes. Absences in excess of one (1) full shift shall be covered and paid in accordance with Workers' Compensation provisions.

Section 4.

"Administrative (paid) time off" will be granted for shifts not worked due to an on-duty injury or illness as determined under this article, to fill the gap between the time an employee is first injured and the time Workers' Compensation begins during the initial treatment of the injured sworn employee. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by Workers' Compensation.

Section 5.

Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach MMI prior to the expiration of the two (2) year time limit and such designation continues to restrict the individual's ability to fully perform the essential functions of his/her job, the employee may apply for a disability pension.

Such employee may also seek a civilian position which would be compatible with their limitations within the Department or the City.

Section 6.

Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach the two (2) year time limit prior to reaching MMI, the employee may also seek other employment which is compatible with his/her limitations within the Department or the City.

Section 7.
An injured employee under Sections 4 and 5 of this Article who does not qualify for a pension and who is not able to obtain a different position, may be vested in accordance with the normal vesting schedule contained in the pension plan of which the employee is a member, and shall be separated from employment with the City. Applicable Workers' Compensation benefits will continue to be provided in accordance with state law.

Section 8.
The opportunity to work light duty, if available and if so indicated by the health care provider, shall be afforded to an officer who suffers an illness or has been injured off- duty who is unable to perform the essential functions of the job of a Police Officer, or has suffered an on-duty injury which is not the result of one of the conditions described in Section 3 of this Article.

Such light duty assignments may continue until the employee is informed by the treating physician that the employee has reached MMI or until a one (1)-year period of time has expired, whichever occurs first. This time frame includes time off, time on light duty, and periods where the employee works intermittently. The one (1)-year time period begins on the date of injury or commencement of the illness.

Section 9.
An officer under Section 8 of this Article may apply for a disability pension and/or seek a civilian position within the Department or the City.

An officer who does not qualify for a disability pension and/or is not able to obtain a civilian position, shall be separated from City employment and may vest in accordance with the normal vesting schedule, if eligible, in the pension plan of which the employee is a member.

Section 10.
It shall be the responsibility of the employee to pursue his/her options, i.e. seek a disability pension or other employment, with the City's Human Resources Department or the pension administrator.

Section 11.
It shall be the responsibility of the Department to request that the Human Resources Department change an employee's employment status whenever an employee reaches MMI, or within ninety (90) days of the expiration of the applicable one (1) or two (2)- year time frame, whichever comes first.

Section 12.
Both parties agree that the provisions and time frames specified in this Article do not constitute a guarantee of employment.

Employees may still be terminated in accordance with the provisions of the City of Bradenton Rules & Regulations, the Bradenton Police Department Procedural General Orders, and under the provisions of this Agreement, which include just cause, lack of work, or other such reasons.

See also: Article 15 – Disability Leave / Workers' Compensation

ARTICLE 36
POLICE PENSION

Section 1.
As soon as practical following the ratification of this agreement the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Bradenton Police Officers' Retirement System, effectuating the following changes to the current retirement system:

a) A defined contribution "share plan" component shall be established as a supplemental part of the existing Chapter 185 retirement system. This share plan shall be funded with 50% of the excess premium tax revenues received by the retirement system in any plan year. Those plan members who received credited service for the full plan year shall be entitled to one share of the 50% excess premium tax revenue distribution for that plan year, credited into their supplemental share account.

b) The City shall be entitled to 50% of the excess premium tax revenues received by the retirement system in any plan year and may use those funds to pay down any unfunded liability existing in the plan, or should there be an unfunded liability carried in the plan, the City may use these funds to offset its normal pension plan costs for that year.

c) For purposes of calculation and future distribution of excess premium tax revenues, $600,000 shall be utilized as the new base amount. The City shall be entitled to utilize the first $600,000 in premium tax revenues received in any plan year to offset their pension costs. Amounts received in excess of $600,000 (excess premium tax revenues) shall be split equally between the City and the funding of the supplemental share plan benefit as outlined in paragraphs (a) and (b) above.

d) Plan members who are otherwise vested in other benefits provided for in the plan shall also be vested in their supplemental share plan benefits.

e) Share plan account balances shall be distributed to plan members who qualify for disability, early or normal retirement benefits and shall be taken in either lump sum distribution or may be rolled into another qualified retirement or investment vehicle at time of separation from the City.

f) Monies held in the supplemental share plan accounts for each member shall receive the same interest rate adjustment (positive or negative) as the overall plan receives through investments in each quarter.

g) Those employees hired after June 1, 2013 shall have their benefit multiplier increased to 3.0% retroactively for credited service following the date the pension ordinance is adopted.

h) Effective for the 2022-2023 and the 2023-2024 plan year Employees will only be required to contribute 8% toward their pension. Effective for the 2024-2025 plan year Employees will only be required to contribute 7% toward their pension.

i) Normal retirement shall be defined as the earlier of the attainment of 20 years at any age for Employees hired before June 1, 2013 and 25 years at any age for employees hired after June 1, 2013 or the attainment of age 55 with 8 years of credited service. Pension documents shall be amended to make clear that plan members who reach qualifications for normal retirement (20 years of service for those hired prior to June 1, 2013 and 25 years of service for those hired thereafter or age 55 with 8 years of credited service) shall enjoy the ability to enter the drop at any time following qualifying for normal retirement and participate for a maximum of sixty (60) months. Employees will vest in the pension plan in 8 years.

ARTICLE 37
DURATION

This Agreement shall be effective as of October 1, 2023 and shall remain in full force and effect until September 30, 2026.

For fiscal years 2024-2025 and 2025-2026, the PBA and the City shall have the ability to reopen or to introduce up to three articles for negotiation except for Article 22 which can only be reopened during the duration of the Agreement by mutual agreement. No additional articles shall be reopened or introduced without the mutual agreement of the parties.

CITY OF BRADENTON FLORIDA

DATED: 8-23-2023

ATTEST:

DATED: 8-23-2023

POLICE BENEVOLENT ASSOCIATION, INC.

~~PRESIDENT~~

DATED: 9-5-2023

ATTEST:

DATED: 9/5/2023

Appendix A

Pay Plan

Bradenton PD FY 2024 to FY 2026 Salary Plan - Appendix A Officers Pay Schedule						
FY 2023 Current Step	FY 2023 Current Salary	FY 2024 Proposed Salary (11%-15.5% Increase)	FY2025 Years of Service	FY2025 Step Increase (Step + Contract Increase 4% Total) *	FY2026 Years of Service	FY2026 Step Increase (Step + Contract Increase 3% Total)
					1 Year	$ 62,121.19
			1 Year	$ 61,354.26	2 Year	$ 63,194.89
1 Year	$ 52,078.99	$ 60,151.23	2 Year	$ 62,557.28	3 Year	$ 64,434.00
2 Year	$ 54,156.12	$ 62,550.32	3 Year	$ 65,052.33	4 Year	$ 67,003.90
3 Year	$ 56,233.27	$ 64,949.43	4 Year	$ 67,547.40	5 Year	$ 69,573.83
4 Year	$ 58,310.40	$ 67,348.51	5 Year	$ 70,042.45	6 Year	$ 72,143.73
5 Year	$ 60,387.54	$ 68,237.92	6 Year	$ 70,967.44	7 Year	$ 73,096.46
6 Year	$ 62,464.67	$ 70,585.08	7 Year	$ 73,408.48	8 Year	$ 75,610.73
7 Year	$ 64,541.81	$ 72,932.25	8 Year	$ 75,849.54	9 Year	$ 78,125.02
8 Year	$ 66,618.94	$ 75,279.40	9 Year	$ 78,290.58	10 Year	$ 80,639.30
9 Year	$ 68,696.08	$ 77,626.57	10 Year	$ 80,731.63	11 Year	$ 83,153.58
10 Year	$ 70,839.40	$ 78,631.73	11 Year	$ 81,777.00	12 Year	$ 84,230.31
11 Year	$ 73,049.59	$ 81,085.04	12 Year	$ 84,328.45	13 Year	$ 86,858.30
12 + Year	$ 75,328.73	$ 83,614.89	13 + Year	$ 86,959.49	14 + Year	$ 89,568.27
* Employee pension contribution reduces to 7% from 8% and will remain at 7% for duration of contract						

Sergeants Pay Schedule						
FY 2023 Current Step	FY 2023 Current Salary	FY 2024 Proposed Salary (13%-15.5% Increase)	FY2025 Years of Service	FY2025 Step Increase (Step + Contract Increase 4% Total) *	FY2026 Years of Service	FY2026 Step Increase (Step + Contract Increase 3% Total)
					1 Year	$ 85,164.22
			1 Year	$ 84,112.81	2 Year	$ 86,636.19
1 Year	$ 71,397.00	$ 82,463.54	2 Year	$ 85,762.08	3 Year	$ 88,334.94
2 Year	$ 73,466.00	$ 84,853.23	3 Year	$ 88,247.36	4 Year	$ 90,894.78
3 Year	$ 75,597.00	$ 87,314.54	4 Year	$ 90,807.12	5 Year	$ 93,531.33
4 Year	$ 77,794.00	$ 89,852.07	5 Year	$ 93,446.15	6 Year	$ 96,249.54
5 Year	$ 80,050.00	$ 90,456.50	6 Year	$ 94,074.76	7 Year	$ 96,897.00
6 Year	$ 82,371.00	$ 93,079.23	7 Year	$ 96,802.40	8 Year	$ 99,706.47
7 Year	$ 84,760.00	$ 95,778.80	8 + Year	$ 99,609.95	9 + Year	$ 102,598.25
* Employee pension contribution reduces to 7% from 8% and will remain at 7% for duration of contract						

PBA/City of Bradenton
UNION Proposal - Article #36 – Version 2
Officers and Sergeants CBA
DATE: November 18th, 2024

ARTICLE 36
PENSION

Section 1.

As soon as practical following the ratification of this agreement the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Bradenton Police Officers' Retirement System, effectuating the following changes to the current retirement system:

a) A defined contribution "share plan" component shall be established as a supplemental part of the existing Chapter 185 retirement system. This share plan shall be funded with 50% of the excess premium tax revenues received by the retirement system in any plan year. Those plan members who received credited service for the full plan year shall be entitled to one share of the 50% excess premium tax revenue distribution for that plan year, credited into their supplemental share account.

b) The City shall be entitled to 50% of the excess premium tax revenues received by the retirement system in any plan year and may use those funds to pay down any unfunded liability existing in the plan, or should there be an unfunded liability carried in the plan, the City may use these funds to offset its normal pension plan costs for that year.

c) For purposes of calculation and future distribution of excess premium tax revenues, $600,000 shall be utilized as the new base amount. The City shall be entitled to utilize the first $600,000 in premium tax revenues received in any plan year to offset their pension costs. Amounts received in excess of $600,000 (excess premium tax revenues) shall be split equally between the City and the funding of the supplemental share plan benefit as outlined in paragraphs (a) and (b) above.

d) Plan members who are otherwise vested in other benefits provided for in the plan shall also be vested in their supplemental share plan benefits.

e) Share plan account balances shall be distributed to plan members who qualify for disability, early or normal retirement benefits and shall be taken in either lump sum distribution or may be rolled into another qualified retirement or investment vehicle at time of separation from the City.

For the City

Gregory K. Hearing

Greg Hearing
City's Chief Labor Negotiator

11/18/2024
Date

For PBA

George J. Corwine
PBA's Chief Labor Negotiator

11-18-2024
Date

f) Monies held in the supplemental share plan accounts for each member shall receive the same interest rate adjustment (positive or negative) as the overall plan receives through investments in each quarter.

g) Those employees hired after June 1, 2013 shall have their benefit multiplier increased to 3.00% for credited service following the date the pension ordinance is adopted.

h) Effective for the 2022-2023 and 2023-2024 plan year Employees will only be required to contribute 8% toward their pension. Effective ~~for~~ the first full pay-period of October in the 2024-2025 plan year Employees will only be required to contribute 7% toward their pension.

i) Normal retirement shall be defined as the earlier of the attainment of 20 years at any age Normal retirement shall be defined as the earlier of the attainment of 20 years at any age for Employees hired before June 1, 2013 and 25 years at any age for employees hired after June 1, 2013 or the attainment of age 55 with 8 years of credited service. Pension documents shall be amended to make clear that plan members who reach qualifications for normal retirement 20 years of service for those hired prior to June 1, 2013 and 25 years of service for those hired thereafter or age 55 with 8 years of credited service) shall enjoy the ability to enter the ~~drop~~ Deferred Retirement Option Plan (DROP) at any time following qualifying for normal retirement and participate for a maximum of ~~sixty (60)~~ ninety-six (96) months. Employees will vest in the pension plan in 8 years.

Section 2. – DROP (Deferred Retirement Option Plan)

The parties agree to extend the Deferred Retirement Option Plan (DROP) that a member can elect to participate in for up to ninety-six (96) months. This provision is subject to the approval of the Pension Board, if necessary.

For the City

Greg Hearing
City's Chief Labor Negotiator

11/18/2024
Date

For PBA

George J. Corwine
PBA's Chief Labor Negotiator

11-18-2024
Date

Docusign Envelope ID: A909BD13-876A-4213-A7AF-B157907E5E7F

LOCAL AGENCY PROGRAM AGREEMENT

FPN: 438992-1-58-01	FPN:	FPN:
Federal No (FAIN): D123-100-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: TALU/LF	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: City of Bradenton 13 Contract No:
Recipient Vendor No: F556000283029 Recipient Unique Entity ID SAM No: P3FLJ98L86V8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City Of Bradenton ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in performing construction service on the project which consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St W, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 12/31/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department

4. **Project Cost:**

   a. The estimated cost of the Project is $ 926,416.00 (Nine Hundred, Twenty-Six Thousand, Four Hundred, Sixteen Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $914,416.00 (Nine Hundred, Fourteen Thousand, Four Hundred, Sixteen Dollars) and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to

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be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not

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eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 438992-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Bradenton (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 0.001

PROJECT DESCRIPTION: The construction services on the project which consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St. W.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

e) Construction contract to be let by: 06/30/2025
f) Construction to be completed by: 12/31/2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

All work to be conducted outside of the Department Right-of-Way shall adhere to:
1) The current Florida Greenbook standards, as amended
2) At a minimum follow the LAP Specifications

All work to be conducted within the Department Right-of-Way shall adhere to the following:
1) The FDOT most current standard specification for road and bridge construction, and
2) The FDOT most current roadway and traffic design standard and design criteria from the PPM, or other FDOT Adopted criteria.

For all projects the following will apply:
1) Section 287.055, F.S. "Consultants Competitive Negotiation Act," when acquiring a consultant utilizing federal funds
2) FDOT "Project Development and Environmental Manual"
3) The Local Agency Program Manual

The Agency will be responsible for acquiring all required and applicable permits for the project for review and approval prior to construction.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Constructions.

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Bradenton 1411 9th St W Bradenton, FL 34205	438992-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (TALU)	$ 914,416.00	$	$	$ 914,416.00
FY: 2025 (LF)	$ 12,000.00	$ 12,000.00	$	$
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 926,416.00	$ 12,000.00	$ 0.00	$ 914,416.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 926,416.00	$ 12,000.00	$ 0.00	$ 914,416.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2024.12.04 08:28:11 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$914,416.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	**No**.
Indirect Cost Rate:	**N/A**.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

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LOCAL AGENCY PROGRAM AGREEMENT

FPN: 441479-1-58-01	FPN:	FPN:
Federal No (FAIN): D123-099-B	Federal No (FAIN):	Federal No (FAIN):
Federal Award Date:	Federal Award Date:	Federal Award Date:
Fund: SR2S/SR2T	Fund:	Fund:
Org Code: 55014010106	Org Code:	Org Code:
FLAIR Approp:	FLAIR Approp:	FLAIR Approp:
FLAIR Obj: 780000	FLAIR Obj:	FLAIR Obj:

County No: City of Bradenton 13 Contract No:
Recipient Vendor No: F556000283029 Recipient Unique Entity ID SAM No: P3FLJ98L86V8

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency
(This date to be entered by DOT only)
of the State of Florida ("Department"), and City of Bradenton ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the pass-through LAP funding and financial oversight of construction services on the project which consists of constructing approximately 6,230 linear feet sidewalks, adding signs, and pavement marking with the city of Bradenton at Manatee Elementary, as further described in **Exhibit "A",** Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of Agreement:** The Recipient agrees to complete the Project on or before 06/30/2028. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.

4. **Project Cost:**

   a. The estimated cost of the Project is $ 659,101.00 (Six Hundred, Fifty-Nine Thousand, One Hundred One Dollars. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $ 659,101.00 (Six Hundred, Fifty-Nine Thousand, One Hundred One Dollars and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.

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c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.

b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F",** Contract Payment Requirements.

e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department,

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provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

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m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or

e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

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a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.

b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.

c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I",** State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.

f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.

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g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.

b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit "E"** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Recipient's resources obtained from other than federal entities).

iv. The Recipient must electronically submit to the Federal Audit Clearinghouse ("FAC") at https://harvester.census.gov/facweb/ the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G",** FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.

d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.

b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C",** Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.

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

d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

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Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.

j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

m. The Recipient shall:

i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and

ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

a. **Exhibits "A"**, **"B"**, **"C", "D"**, **"E"** and **"F"** are attached to and incorporated into this Agreement.

b. ☒ If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.

c. ☐ Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.

d. ☐ State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

e. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

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f. ☐ This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L",** Landscape Maintenance, is attached and incorporated into this Agreement.

g. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

h. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.

i. ☐ A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.

j. ☐ The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
Exhibit C: Title VI Assurances
Exhibit D: Recipient Resolution
Exhibit E: Federal Financial Assistance (Single Audit Act)
Exhibit F: Contract Payment Requirements
* Exhibit G: FHWA Form 1273
* Exhibit H: Alternative Advance Payment Financial Provisions
* Exhibit I: State Funds Addendum
* Exhibit J: State Financial Assistance (Florida Single Audit Act)
* Exhibit K: Advance Project Reimbursement
* Exhibit L: Landscape Maintenance
* Exhibit M: Roadway Lighting Maintenance
* Exhibit N: Traffic Signal Maintenance
* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

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

RECIPIENT City of Bradenton

By: _____

Name:
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name:
Title:

Legal Review:

DS

_____

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EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 441479-1-58-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

City of Bradenton (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 6,230 linear feet

The following off system roads make up the project limits.
Please note that the City's avenues run from east to west and its streets run north to south. In addition the side where the sidewalk will be constructed is denoted by either north side, south side, or both sides. The project consists of approximately 6,230 linear feet of sidewalk replacement and related site work, signage and pavement markings, drainage improvements, and pedestrian safety equipment.

6th Avenue Drive East from 23rd Street East to 24th Street East: north side

7th Avenue East:

14th Street East to 18th Street East: north side
18th Street East to 21st Street East: both sides
21st Street East to 22nd Street East: south side
23rd Street East to 24th Street East: north side

7th Avenue Drive East from 19th Street East to 21st Street East: south side

8th Avenue East:
20th Street East to 21st Street East: north side
22nd Street East to 23rd Street East: both sides

9th Avenue East
21st Street East to 21st Street Court East: south side
22nd Street East: south side

12th Street East at 8th Avenue East: both sides

14th Street East from 8th Avenue East to 7th Avenue East: east side

15th Street East at 13th Avenue East: both sides

16th Street East from 7th Avenue East to 6th Avenue East: west side

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17th Street East from 7th Avenue East to 6th Avenue East: west side

21st Street East at 7th Avenue East: west side

22nd Street East from 8th Avenue East to 7th Avenue East: west side

23rd Street East at 6th Avenue East: east side

PROJECT DESCRIPTION:

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the City of Bradenton in connection with the Construction for the constructing a sidewalks, furnish and install of signage, and placement of pavement markings within the vicinity of Manatee Elementary.

The services performed shall be in accordance with the FDOT Manual of Uniform Minimum Standards for Construction and Maintenance for Streets and Highways and applicable County manuals, guidelines and specifications. The general objective is for the County to provide contract administration, management services, construction engineering inspection services, and quality acceptance reviews of all work associated with the construction of sidewalk and associated improvements.

Specifically and non inclusive the following are included in the Scope of Services:

1. Construct sidewalks
2. Furnish & Install Signing and Pavement Markings
3. Coordination with utility owners during design and construction will be required to determine and avoid potential impacts. where unavoidable, disposition of utility conflicts should be coordinated.
4. Coordinate construction activities with other construction projects that are impacted by or impact this project. This includes projects under the jurisdiction of local governments or other regional and state agencies.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let by June 30, 2025
b) Construction to be completed by June 30, 2028

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

The Department shall reimburse the Agency, subject to funds availability, in the year programmed, which is currently in Fiscal Year 2025 for Constructions.

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EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	FINANCIAL PROJECT NUMBER:
City of Bradenton 1411 9th St W Bradenton, FL 34205	441479-1-58-01

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38				
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$ _____	$ _____	$ _____	$ _____
FY: (_____)	$	$	$	$
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way- Phase 48				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction- Phase 58				
FY: 2025 (SR2S)	$ 253,799.00	$ _____	$ _____	$ 253,799.00
FY: 2025 (SR2T)	$ 405,302.00	$ _____	$ _____	$ 405,302.00
FY: (Insert Program Name)	$	$	$	$
Total Construction Cost	$ 659,101.00	$ 0.00	$ 0.00	$ 659,101.00
Construction Engineering and Inspection (CEI)- Phase 68				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total CEI Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00
(Insert Phase)				
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$ _____	$ _____	$ _____	$ _____
FY: (Insert Program Name)	$	$	$	$
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$ 659,101.00	$ 0.00	$ 0.00	$ 659,101.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon
District Grant Manager Name

Marquis Daymon
Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = marquis.daymon@dot.state.fl.us C = US O = FLDOT OU = Program Coordinator
Date: 2024.12.04 08:27:20 -05'00'

Signature Date

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EXHIBIT C

TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS***), which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

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Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	**https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1**
Award Amount:	**$659,101.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	**No**.
Indirect Cost Rate:	**N/A**.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf.

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EXHIBIT G

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated July 5, 2022 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address:
http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.