AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, February 14, 2024
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

William Sallee, Pastor of Worship with The Church At Bradenton

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) City Administration: Realize Bradenton Update

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) Event Review Committee: 2024 Suncoast Heart Walk
2024 Suncoast Heart Walk and Site Plan
b) Event Review Committee: Bradenton Alive 4th of July Celebration
Bradenton Alive 4th of July Celebration Application and Site Plan
c) Event Review Committee: Bradenton Summer Market
Bradenton Summer Market Application and Site Plan
d) Event Review Committee: DeSoto Grand Parade 5K Race
DeSoto 5K Race Application and Site Plan
e) Legislative: Resolution 24-10 - Grievance Board Appointment
Resolution 24-10
f) Legislative: Resolution 24-11 - Grievance Board Appointment
Resolution 24-11
g) Legislative: Resolution 24-12 - Grievance Board Appointment
Resolution 24-12
h) Legislative: Resolution 24-13 - Grievance Board Appointment
Resolution 24-13

i) Legislative: Resolution 24-14 - Grievance Board Appointment

Resolution 24-14

j) Legislative: Resolution 24-15 - Grievance Board Appointment
Resolution 24-15

k) Legislative: Resolution 24-16 - Grievance Board Appointment
Resolution 24-16

l) Legislative: Resolution 24-17 - Architectural Review Board Reappointment
Resolution 24-17

m) Legislative: Resolution 24-18 - Bradenton Housing Authority Reappointment
Resolution 24-18

n) Legislative: Resolution 24-19 - Merit Board Reappointment
Resolution 24-19

o) Legislative: Resolution 24-21 - Merit Board Reappointment
Resolution 24-21

p) Police: Budget Adjustment BA24-05
Budget Adjustment BA 24-05

q) Public Works & Utilities: Budget Adjustment BA24-06
Budget Adjustment BA24-06

r) Purchasing: PB-24-04MK Agreement with ENCO Utility Services LLC
PB-24-04MK with ENCO Utility Services

s) Purchasing: PB-24-005NT Agreement with Fire Catt, LLC
PB-24-005NT with Fire Catt, LLC

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

u) Purchasing: PB-23-003NT Contract Extension with Municipal Emergency Services, Inc.
PB-23-003NT with Municipal Emergency Services

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Public Works & Utilities: ORDINANCE 4033 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT EAST-WEST ALLEY AS SHOWN ON THE PLAT OF G.O. GREGORY'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 236, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF MANATEE AVENUE EAST AND EAST OF 22ND 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 4033

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

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400

TTY: 7-1-1 or 1-800-955-8771

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

AT COUNCIL MEETING:

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

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

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

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

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

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may

need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

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

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Tamara Melton, City Administration

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Realize Bradenton Update

SUGGESTED ACTION: None

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Karen Corbin, Executive Director of Realize Bradenton, will give the presentation.

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: 2024 Suncoast Heart Walk

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is their premier fundraiser for the prevention of heart disease and stroke. The event will be held November 16, 2024 at the Riverwalk Pavilion Area. They will be hosting informational booths at the Pavilion and a walk down Riverwalk Park. They are requesting to set up tents on November 15, 2024 during the afternoon hours. They have an expectation of 500 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve 2024 Suncoast Heart Walk Event with the following stipulations: Compliance of all City of Bradenton Special Event Standards, Port-o-Lets onsite, and event sponsor to provide tent security on November 15th for the extra setup day.

ATTACHMENTS:
2024 Suncoast Heart Walk and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: American Heart Association

Date of Application: 1/12/24

Contact Name: Monica Poole

Contact Phone 1: 727.432.6901

Contact Email: CentralFLCommunities@heart.org

Contact Phone 2:

Address: 110 Veterans Memorial Blvd Suite 160

City: Metairie

State: LA

Zip: 70005

Event Information

Name of Event: 2024 Suncoast Heart Walk

Event Date: 11/16/24

Purpose of Event: 5k walk to raise funds for the lifesaving mission of the American Heart Association

Description of Event: The Heart Walk is the American Heart Association's premier event for raising funds to save lives from this country's No. 1 and No. 5 killers - heart disease and stroke.

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

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	11/15/24	Friday	1pm	5pm	10
Event Day 1	11/16/24	Saturday	6am	1pm	500
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 1 at this location

Past Attendance: 500

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	10	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: Standard

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

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

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? _____

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

We will have a DJ with standard speaker set up

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

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

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Christin LeBoeuf, applicant/event organizer for 2024 Suncoast Heart Walk (event), scheduled for (date&hours), 11/16/24, from 6am to 1pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

E-SIGNED by Christin LeBoeuf on 2024-01-19 17:48:10 GMT

Signature of Applicant/Event Organizer

American Heart Association

Organization

Christin LeBoeuf Executive Director

Typed or Printed Name and Title

January 19, 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.

E-SIGNED by Christin LeBoeuf on 2024-01-19 17:48:14 GMT

Signature of Applicant/Event Organizer

American Heart Association

Organization

Christin LeBoeuf Executive Director

Typed or Printed Name and Title

January 19, 2024

Date

APPROVED AS TO FORM
Date: 01-18-2024
By: L.L.N
AHA LEGAL DEPT

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

Suncoast Heart Walk



1. HCA (tent)
2. Sarasota Memorial (tent)
3. Titan
4. Defib/Lifeguarrd (tent)
5. CPR Demonstration
6. Empath (tent)
7. Volunteers/ Information
8. Manatee Memorial Hospital (tent)
9. Centerstone

F: Food
S: Survivor (tent optional)
K: Kid Zone

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive 4th of July Celebration

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions will be hosting a July 4th block party on Old Main Street. They will have live music, food trucks, merchandise vendors, and alcohol sales. They are planning a car show on the surface lot of Bradenton City Hall in conjunction with the Old Main Street event. They have an expectation of 1,500 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Bradenton Alive 4th of July Celebration with the following stipulations: Compliance of all City of Bradenton Special Event Standards, four Bradenton Police Department Extra Duty Officers, Port-o-Lets onsite, event signage for July 3rd stating the surface lot will be closed on July 4th.

ATTACHMENTS:
Bradenton Alive 4th of July Celebration Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 12/22/2023

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-478-0229

David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive 4th of July Celebration

Event Date: 7/4/2024

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors, car show

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue 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	7/4/2024	Thursday	2:00pm		
Event Day 1	7/4/2024	Thursday	4:00pm	10:00pm	1500
Event Day 2	7/5/2024	Friday		12:00am	
Event Day 3					
Break Down					

Number of years event has been held: 0

Past Attendance: _____

(03/2022)

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

Will any tents be used for the event? [X] Yes No

Tent Size	Number of Tents	Tent Location
10' x10'	<20	on 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? [X] Yes No

Will the event require electricity? [X] Yes No Type of electrical power: 110v

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

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

Vendor Information

Will the event offer food? [X] Yes No

Where will the food be prepared? _____

Will cooking equipment be used? [X] Yes No

Method/type of cooking equipment

Charcoal grills Food trucks [X] Fryers Propane grills [X] Warmers/Sternos

Will there be alcohol at the event? [X] Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? [X] Yes No

Will amplified sound equipment be used? [X] Yes No

Will musical entertainment be used? [X] Yes No

Please describe any type of entertainment and sound equipment.

Live band with sound reinforcement to cover city block

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

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

Describe any additional event activities.

car show in parking lot of city hall 4pm to sundown

(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, Kristen Lee Coats, applicant/event organizer for Bradenton Alive 4th of July Celebration (event), scheduled for (date&hours), 7/4/2024, from 4:00pm to 10:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	12/22/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	12/22/2023
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Telephone: 727-492-2697 Email: kristen@22nrocks.com

Name of Event: Bradenton Alive 4th of July Celebration

Start Date: 7/4/2024 End Date: 7/5/2024 Start Time: 4:00pm End Time: 10:00pm

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

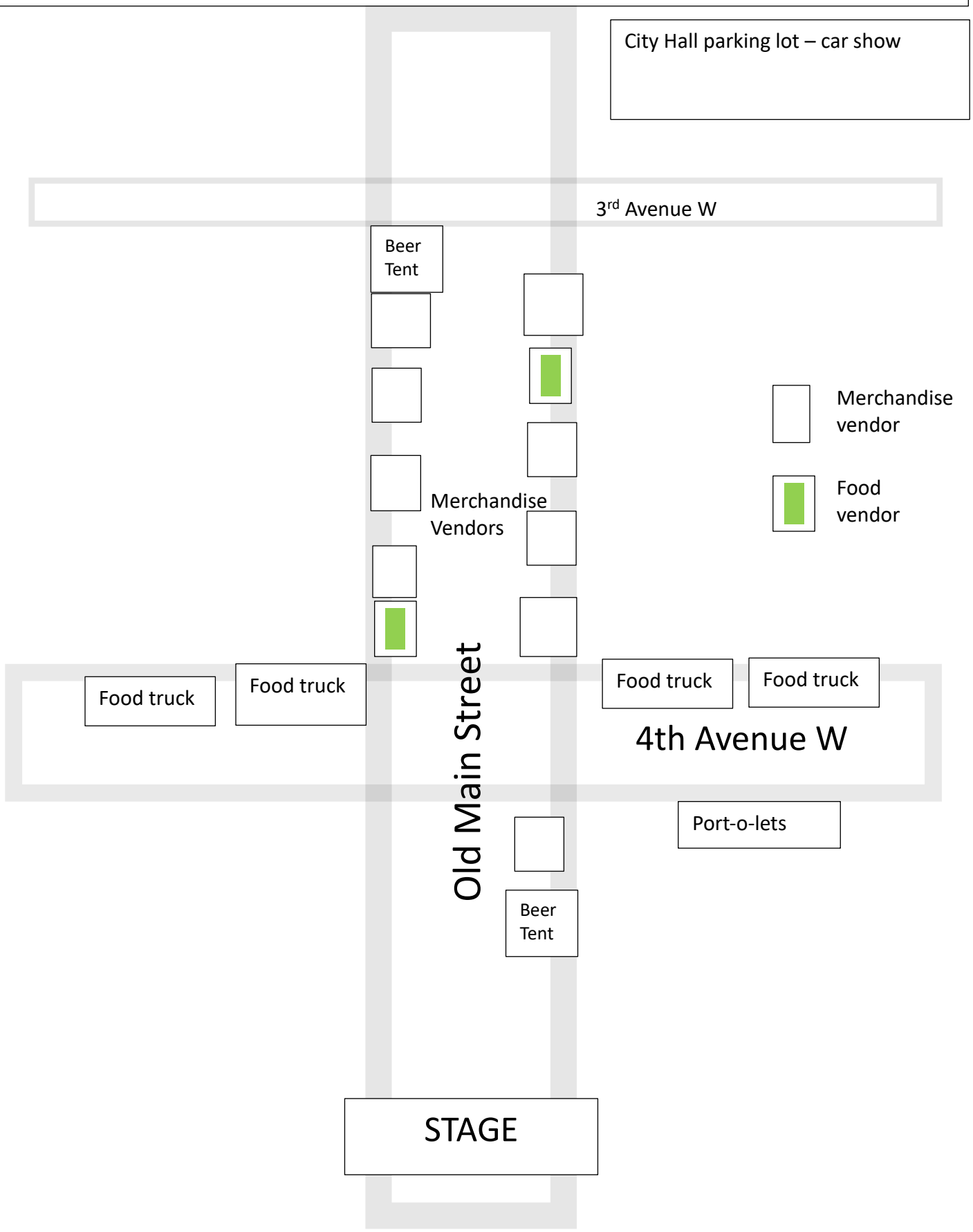
12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
car show in parking lot of City Hall from 4pm to sundown

Proposed detour route (include alternative road and map):

Additional notes and comments:

City Hall parking lot will need to be closed starting at 2pm for cars to load in and be placed. Car show will run from 4:00pm to approximately 7:00pm, whereas the cars will vacate the property

Bradenton Alive 4th of July Celebration 7/4/2024
Site Map



AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Summer Market

SUGGESTED ACTION: Approval with Stipulations

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This free market will be held 6/8/24, 7/13/24, and 08/10/24 on Old Main Street. The event will have an expectation of 1,000 in attendance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Bradenton Summer Market with the following stipulations: Compliance of all City of Bradenton Special Event Standards, one Bradenton Police Department Extra Duty Officer, and Port-o-Lets onsite.

ATTACHMENTS:
Bradenton Summer Market Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 12/20/23

Contact Name: Andrea Knies

Contact Phone 1: 941-301-8445

Contact Email: andrea@realizebradenton.com

Contact Phone 2: 812-631-2592

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Bradenton Summer Market

Event Date: June 8, July 13, Aug 10

Purpose of Event: Bring the community together on Old Main Street to support local vendors.

Description of Event: Outdoor Market

Event Location: Old 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		Saturday	6 am	9 am	
Event Day 1			9 am	12 pm	1000
Event Day 2					
Event Day 3					
Break Down			12 pm	1 pm	

Number of years event has been held: 1

Past Attendance: 1000

(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
10x10	30-50	Old 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: Light Poles

Will a generator be used? Yes No Size of generator: Depends on vendor

Will gas equipment be used? Yes No Type of fuel source: Depends on vendor

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? Both on and off site

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.

Solo musician with small amp.

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, Andrea Knies, applicant/event organizer for Bradenton Summer Market (event), scheduled for (date&hours), 6/8, 7/13, 8/10/23, from 9 am to 12 pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	12/20/2023
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

	Realize Bradenton
Signature of Applicant/Event Organizer	Organization
Andrea Knies	12/20/2023
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Andrea Knies

Name of Organization: Realize Bradenton

Street Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 941-301-8445 Email: andrea@realizebradenton.com

Name of Event: Bradenton Summer Market

Start Date: 6/8, 7/13, 8/10/23 End Date: _____ Start Time: 6 am End Time: 1 pm

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

Old Main Street from Manatee Ave to 3rd Ave W

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)


3rd Ave W
3rd Ave W
Classic Ink Tattoo Studio
Tattoo shop
4th Ave W
4th Ave W
13th St W
Lost Kangaroo Pub
Pour Decisions Saloon
Downtown Bradenton
Jennings downtown
Provisions
12th St W
O'bricks Irish Pub
& Martini Bar
Grill • $$
The Loaded
Barrel Tavern
Manatee County
Building Department
Dye, Harrison, Kirkland,
Petruff & Pratt, PLLC
Manatee County
Administrator
64
64
Google

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: DeSoto Grand Parade 5K Race

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The race is held in conjunction with the DeSoto Grand Parade. The race benefits the Bradenton Runners Club and has an expectation of 300 participants. The race will begin at 4 p.m. April 27th and follow the parade route from Old Main Street down Manatee Avenue and then turnaround back to Old Main.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the DeSoto Grand Parade 5K Race with the stipulation that the event is in compliance of all City of Bradenton Special Event Standards.

ATTACHMENTS:
DeSoto 5K Race Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Bradenton Runners Club Date of Application: 1-3-24

Contact Name: Corey Peyerk Contact Phone 1: 248-808-9130

Contact Email: Cpeyerk@Hotmail.com Contact Phone 2: _____

Address: 6114 39th Ct. E

City: Bradenton State: FL Zip: 34203

Event Information

Name of Event: 20th DeSoto Grand Parade 5k Event Date: 4-27-24

Purpose of Event: Road Race for the Community and benefitting the BRC and local Charities

Description of Event: 5K Road Race

Event Location: Main Street between Manatee and 4th

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					300
Event Day 1	4-27-24	Saturday	4pm	8:30pm	
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 20 Past Attendance: 150-400

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location

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

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

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

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

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

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? _____

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

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

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

DJ with small 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.

In coordination with the parade

(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. 2, Main St & 4th

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, Corey Peyerk, applicant/event organizer for 20th DeSoto Grand Parade 5k (event), scheduled for (date&hours), 4-27-24, from 4pm to 8:30pm, 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

Bradenton Runners Club
Organization

Corey Peyerk - Race Director
Typed or Printed Name and Title

2-3-24
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

Bradenton Runners Club
Organization

Corey Peyerk - Race Director
Typed or Printed Name and Title

2-3-24
Date

(03/2022)

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

Name of Requestor: Corey Peyerk

Name of Organization: Bradenton Runners Club

Street Address: P.O. Box 1606

City: Bradenton State: FL Zip: 34206

Telephone: 248-808-9130 Email: Cpeyerk@Hotmail.com

Name of Event: 20th DeSoto Grand Parade 5K

Start Date: 4-27-24 End Date: 4-27-24 Start Time: 4pm End Time: 8:30 pm

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

- Main Street Between Manatee & 4th St.

Proposed detour route (include alternative road and map):

—

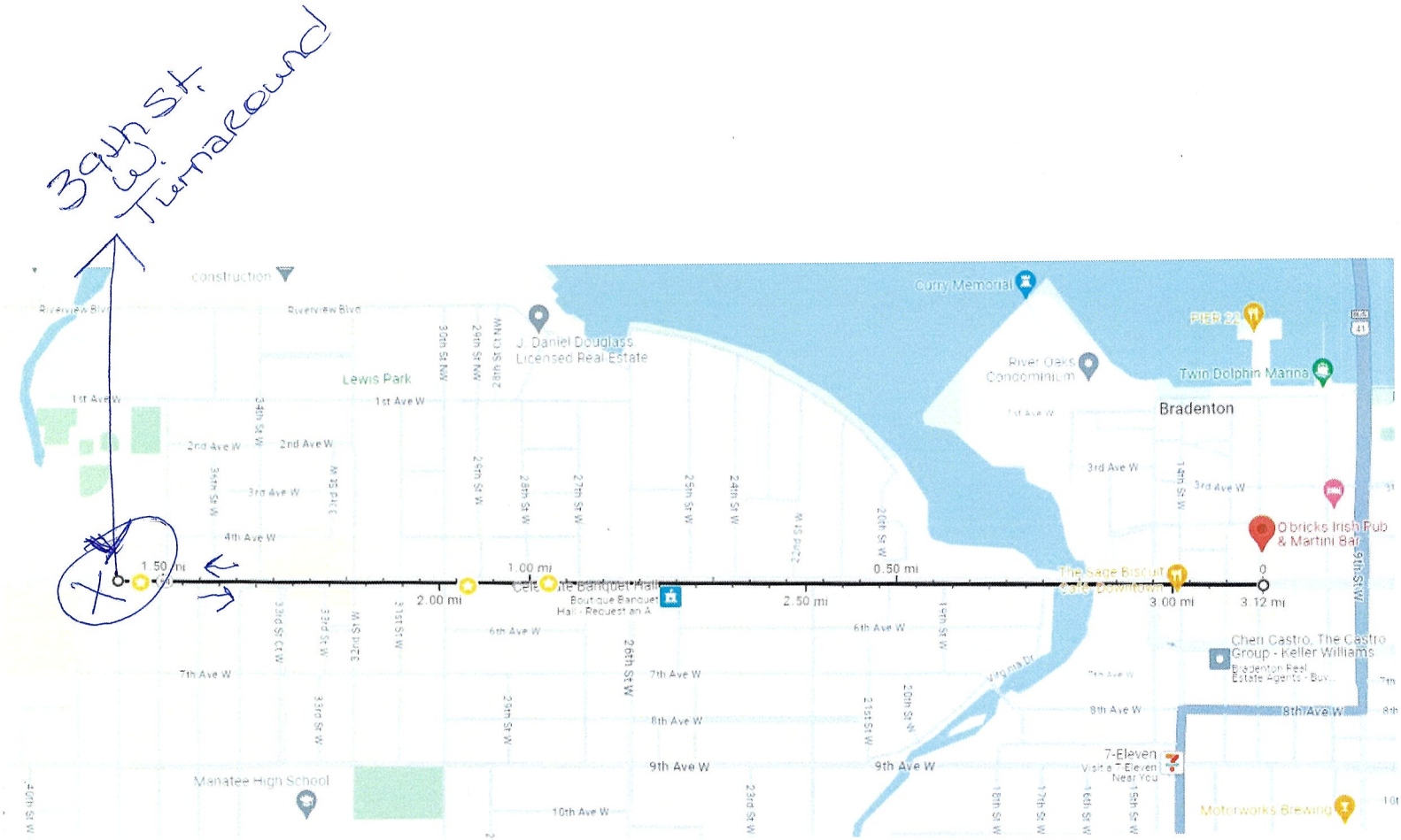
Additional notes and comments:

- Similar to last 6 years
- In coordination with parade route

(03/2022)

DeSoto GrandParade 5K Race 4/27/24





DeSoto Grand Parade
5K Race
4/27/24

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-10 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Vice Mayor Barnebey as chairperson of the Grievance Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-10.

ATTACHMENTS:
Resolution 24-10

RESOLUTION NUMBER 24-10

A RESOLUTION APPOINTING **VICE MAYOR MARIANNE BARNEBEY** TO THE **GRIEVANCE BOARD** 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:

VICE MAYOR MARIANNE BARNEBEY (Chairman) for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-11 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Fire Chief Tim Geer to the Grievance Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-11.

ATTACHMENTS:
Resolution 24-11

RESOLUTION NUMBER 24-11

A RESOLUTION APPOINTING **FIRE CHIEF TIM GEER** TO THE **GRIEVANCE 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 Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

FIRE CHIEF TIM GEER for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-12 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Lance Williams to the Grievance Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-12.

ATTACHMENTS:
Resolution 24-12

RESOLUTION NUMBER 24-12

A RESOLUTION APPOINTING **LANCE WILLIAMS** TO THE **GRIEVANCE 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 Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

LANCE WILLIAMS for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-13 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Joseph Wiesman, Assistant Police Chief, to the Grievance Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-13.

ATTACHMENTS:
Resolution 24-13

RESOLUTION NUMBER 24-13

A RESOLUTION APPOINTING **JOSEPH WIESMAN, ASSISTANT POLICE CHIEF,** TO THE **GRIEVANCE 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 Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

JOSEPH WIESMAN, ASSISTANT POLICE CHIEF, for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-14 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Roy Lessig to the Grievance Board.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-14.

ATTACHMENTS:
Resolution 24-14

RESOLUTION NUMBER 24-14

A RESOLUTION APPOINTING **ROY LESSIG** TO THE **GRIEVANCE 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 Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

ROY LESSIG for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-15 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Rebecca Desch to the Grievance Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-15.

ATTACHMENTS:
Resolution 24-15

RESOLUTION NUMBER 24-15

A RESOLUTION APPOINTING **REBECCA DESCH** TO THE **GRIEVANCE BOARD** 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:

REBECCA DESCH for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-16 - Grievance Board Appointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution appointing Kelly Thomas to the Grievance Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-16.

ATTACHMENTS:
Resolution 24-16

RESOLUTION NUMBER 24-16

A RESOLUTION APPOINTING **KELLY THOMAS** TO THE **GRIEVANCE BOARD** 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:

KELLY THOMAS for a term to expire February 2025.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-17 - Architectural Review Board Reappointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Darin Autrey to the Architectural Review Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-17.

ATTACHMENTS:
Resolution 24-17

RESOLUTION NUMBER 24-17

A RESOLUTION REAPPOINTING **DARIN AUTREY** TO THE **ARCHITECTURAL REVIEW 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 Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

DARIN AUTREY for a term to expire March 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

DARIN L AUTREY, AIA

Principal Architect



EDUCATION

Master of Architecture, University of South Florida 2002
Graduate Certificate in Community Design and Development 2002
Bachelor of Environmental Design, Texas A&M University 1986

PROFESSIONAL REGISTRATION

Architect - State of Florida AR-93529
California Emergency Management Agency as Hurricane Safety Assessment Program Evaluator, 2009
National Council of Architectural Registration Boards, 80774

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

American Institute of Architects (AIA) 30160353
International Code Council, 8053934
Manatee Architects Association

PUBLIC AND COMMUNITY SERVICE

City of Bradenton, Architectural Review Board
City of Bradenton, Planning Commission Board
The Sertoma Club of Bradenton, Inc

Darin has designed and managed numerous major projects throughout his 20 year career in Architecture. He is involved in many community organizations and architectural boards and familiar with providing expert quality service and projects that enhance our community. He has in depth experience working with County and City Government agencies as well as health facilities.

RELEVANT EXPERIENCE

Manatee County Historic Courthouse Renovations, Bradenton, FL
2013 | 88,775 Square Footage | $ 5,182,575

AECOM / Lockheed Martin Ground Water Treatment Facility
2012 | 14,200 Square Footage | $ 25,000,000

Manatee County Transit Fleet Facility, Bradenton, FL
2016 | 50,000 Square Footage | $ 17.7 Million

Modernization of Bishop SPCA of Manatee County, Inc, Bradenton, FL
2017 to date | 50,000+ Square Footage | $ 10,000,000+






AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-18 - Bradenton Housing Authority Reappointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Janene Amick to the Bradenton Housing Authority.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-18.

ATTACHMENTS:
Resolution 24-18

RESOLUTION NUMBER 24-18

A RESOLUTION REAPPOINTING **JANENE AMICK** TO THE **HOUSING AUTHORITY OF BRADENTON** 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:

JANENE AMICK for a term to expire March 2028.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

City of Bradenton

Application for Volunteer Boards

Please √ appropriate box:

- ☐ Affordable Housing Advisory Board
- ☐ Architectural Review Board
- ☒ Bradenton Housing Authority
- ☐ Police Pension Board*
- ☐ Fire Pension Board*
- ☐ Merit Board
- ☐ Nuisance Abatement Board*
- ☐ Planning Commission*
- ☐ Tree and Land Preservation Board

*These positions require that an annual Financial Statement be filed with the Supervisor of Elections office.

Please provide the following information:

Name: Janene M Amick

Address: 6906 32nd Ave East Bradenton, FL 34208

Email: Janene.Amick@gmail.com

Phone: _____ Cell: 941-737-3189

Do you reside within city limits? No Work in city limits? Yes

Current Employer (*If Applicable*): Florida Cultural Group, Inc. fka The Manatee Players, Inc.

Please summarize your work experience: A former owner operator of Manatee Apparel Graphics located on 9th Street West. Served on the Manatee County 14th Street CRA for more than 5 years Currently serve as the CEO for Manatee Performing Arts Center.

What special skills would you bring to the board? Grassroots leader, Strategic Thinker, certificates in Non-Profit Management, Leadership, Financial Oversight and Governance. I believe in building consensus through education and objective anaylsis.

Why would you like to serve on this board? To serve my community and help better identify how to aide in the creating opportunities for our residents to move through subsidized housing into personal home ownership programs.

Have you served on a volunteer board with the City? If so, when and what board? Downtown Cultural Task Force (pre-Realize Bradenton)

Signature of Applicant: Janene M. Amick *Date:* 2/22/2021

*Please return **application** with your **RESUME** to:*
Mayor Gene Brown
City of Bradenton, 101 Old Main St., Bradenton, FL 34205
or mayor@cityofbradenton.com

JANENE M. AMICK CFRE, CAP®

Janene.Amick@gmail.com ♦ 6906 32nd Avenue East Bradenton, FL 34208 ♦ 941-737-3189

PROFESSIONAL PROFILE

- Leadership in non-profit management including donor development, fundraising, organizational assessments and marketing with persuasive writing abilities.
- Excellence in strategic business planning and fundamental company aligning.
- Successful team leader providing the momentum required to unite diverse groups toward achieving common goals.
- Poised innovator with strong people skills and leadership ability.
- Proven Professional Community and Non-profit Resource
- Ability to speak publicly with confidence and professionalism.
- Motivated self-starter, exhibits high ethics, competence and confidence, underscored by a personal commitment to outstanding professional performance.

AREAS OF EXPERTISE

- Organization Leadership
- Creative Strategies
- Managed/Trained Staff
- Program Management
- Community Liaison
- Problem Solving
- Planning & Forecasting
- Budgeting/Financial Controls
- Board Governance
- Strategic Planning
- Multi-Task Management
- Planned Major Projects
- Donor Development
- Organizational Audits
- Proposals/Contracts
- Public Relations
- Public Speaking

EXPERIENCE

Florida Cultural Group, Inc. f/k/a The Manatee Players, Inc. dba Manatee Performing Arts Center
502 Third Avenue West Bradenton, FL 34205
Chief Executive Officer 2014 – current
Executive Director 2012-2014
Development Director 2005-2012

- Forecast, implement and manage a $2.3 million annual operating budget.
- Develop and maintain close working relationships with philanthropic community, individual and corporate donors, sponsors, board members and volunteers.
- Maintain a leadership role in the identification, cultivation and solicitation of annual, capital and major gifts from individual, corporate and foundation sources, including major grant, research, and development and reporting.
- Liaison between Performing Arts Center and Government (City, County, State) Agencies.
- Coordinate donor receptions, annual fundraising events and other stewardship activities in collaboration with staff and volunteers.
- Manage gifts ranging from $25-$2,500,000.00, including strategic plans for donor development and leadership expansion.
- Worked with Board of Directors to overhaul the company's operations to reestablish a strong strategic infrastructure and foundation.

- Manage and or supervise a staff of 20 employees and 70 contractor professionals
- Recruit, Manage, Train, and Direct/Mentor 350 +/- Volunteers.

ADDITIONAL EXPERIENCE

Manatee Apparel Graphics. ♦ 9th Street West Bradenton, FL 34205
Owner Operator March 2002 – June 2005
Sales May 1996 – March 2002

EDUCATION/AWARDS/ACCOLADES

- Harvard Kennedy School, Executive Education, Mobilizing Your Nonprofit Board 2020
  Performance Measurement for Effective Management of Nonprofit Organizations 2020
  Nonprofit Financial Stewardship 2020
- The American College of Financial Services, CAP® (Chartered Advisor in Philanthropy) 2020
- Ed Hunzeker Hospitality Leadership Award 2019, from Bradenton Area Tourist Development Council
- George F. Hixson Fellowship – Kiwanis International 2017
- US President's Volunteer Service Award 2017
- Sertoma Service to Mankind Award 2016
- Certified Fund Raising Executive (CFRE) – Accreditation 12/2016 recertified 2019
- Top 20 People to Watch BIZ 941, 2012
- Certificate of non-profit management, Winchester Center of Management Development 2009
- Business Partner Award, Florida Federation Division on Career Development & Transition 2005
- Leadership Manatee Graduate, 2004-2005
- Diamond "Impressive Star" Award, Boys and Girls Club of Manatee County 2004
- 14th Street CRA Advisory Board for Manatee County, (2003-09) Chair (2007-09)
- Bradenton Kiwanis Club New Member of the Year 2002-2003
- University of South Florida Tampa, 1993-1995
- State College of Florida 1991-1993
- Miami University Oxford, Ohio 1988-1990

CURRENT MEMBERSHIPS

- IWF (International Women's Forum)
- Manatee Chamber of Commerce Legislative Committee
- Manatee Community Federal Credit Union, Board of Directors
- American Fundraising Professionals (AFP)
- VFW Women's Auxiliary, Post 10141 – Life Member
- Bradenton Kiwanis Club, Past President (2016-17)
- Bradenton Kiwanis Foundation, Treasurer
- Service Club of Manatee County
- New College the honors college of Florida Foundation, Board Member
- Bradenton Area Cultural Advisory Committee

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-19 - Merit Board Reappointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing John "Jack" Hawkins to the Merit Board.

FINANCIAL IMPACT:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-19.

ATTACHMENTS:
Resolution 24-19

RESOLUTION NUMBER 24-19

A RESOLUTION REAPPOINTING **JOHN "JACK" HAWKINS** TO THE **MERIT 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 Mayor does hereby appoint, and the City Council approves and confirms the appointment from this date hereof:

JOHN "JACK" HAWKINS for a term to expire March 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
Deputy City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

JOHN D. HAWKINS, ESQUIRE
GRIMES GOEBEL GRIMES HAWKINS GLADFELTER & GALVANO, P.L.
1023 Manatee Avenue West
Bradenton, FL 34205
(941)748-0151 / (941)758-0158 Facsimile

1976	B.S. Degree, Political Science, University of Southern Mississippi
1978	Juris Doctorate, University of Mississippi School of Law
Fall, 1978	Intern with District Attorney's Office, Lafayette County, Mississippi
1979 - 1985	Associate Attorney with Conley and Dooley, P.A., Bradenton, Florida Practice consisted of general practice with an emphasis on civil litigation
1984 - Present	Member of Grimes Goebel Grimes Hawkins Gladfelter & Galvano, P.L. Practice consists primarily of civil litigation, construction, arbitration, divorce and mediation. About 20% of practice consists of real estate and commercial transactions.
	AV rated lawyer by Martindale Hubbell
	Over the past 25 years have tried in excess of between 75 and 100 trials. Have mediated as an attorney in excess of 100 cases and have acted as mediator over the past 7 years in excess of 75 cases.
1997 - Present	Florida Supreme Court Certified Mediator
1993 - 1998	Member of the Goodrich Grimes Inns of Court, Master 1989
1988	Chairman of the Twelfth Judicial Circuit Grievance Committee
1989	Past President Manatee County Bar Association

Admitted to the Florida Bar; U.S. Supreme Court; U.S. Federal District Court, Middle District of Florida; Member Mississippi Bar; Past President of Kiwanis Club of Bradenton and Kiwanis Club Foundation; Past President of the Manatee County Girls Club; Past President of the Boys and Girls Club of Bradenton; Manatee Chamber of Commerce Board of Directors; Recipient Manatee County Bar Community Service Award, 2000.

U:\Linda2\ACTIVE FILES\Miscellaneous\Resume Jack.doc

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 24-21 - Merit Board Reappointment

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Chad Choate to the Merit Board.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Resolution 24-21.

ATTACHMENTS:
Resolution 24-21

RESOLUTION NUMBER 24-21

A RESOLUTION REAPPOINTING **CHAD CHOATE** TO THE **MERIT 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 Mayor does hereby reappoint, and the City Council approves and confirms the appointment from this date hereof:

CHAD CHOATE for a term to expire February 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 14th day of February, 2024.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

Chad Choate
107 50th St NW
Bradenton, FL 34209

Tele: (941) 730-5983
Chadchoate3@gmail.com

PROFILE

Accomplished educator with demonstrated ability to teach, motivate, and direct students and faculty while maintaining high interest and achievement. Articulate communicator, able to effectively interact with diverse populations of students and staff at a variety of levels. High moral, high character Financial Representative that looks out for the well being of his clients and creates a positive working relationship with each one of them.

EXPERIENCE

Part-time Supervisor, UPS, Sarasota, FL — 2004-2007
Supervised a belt during the Pre-load hours. Trained, motivated and lead diverse personalities and learning styles during the Pre-Load shift at UPS. Adapted to adversity when confronted with it and accomplished our tasks.

Teacher, Football Coach at Braden River High School, Bradenton, FL — 2007-2010
Educated students in Algebra 1, World History, World History Honors, American History, American History Honors, and Sign Language. Designed and implemented a program of class instruction that engaged the students in learning. Adapted to different learning styles and modified instructional resources to meet the needs of those students with varying backgrounds, learning styles, and special needs. Coached on the Varsity Defense. Was in charge of individual period with positon and Scout Team offense.

Financial Representative, Levin Financial, Mass Mutual, Tampa, FL – 2010 – 2012
Worked with clients to obtain their financial goals. Created financial plans to help deliver clients to their financial goals. Provided clients with help in insurance needs, investment needs and estate planning needs.

Administrator/Director of Student Ministries, Trinity UMC, Bradenton, FL – 2012-2013
Responsible for managing the business affairs of the church. Oversees the work of the Church Treasurer and Financial Secretary in the receipt, deposit and disbursement of all church funds. Oversees the financial record system for the church and directs its operations through the approved budget. Oversees the purchasing process and maintain vendor relationships. Maintains all employee records and works with Staff Parrish Committee to ensure employee knowledge of the personnel manual.

Teacher, Football coach at Manatee High School, Bradenton, FL — 2013- 2017
Educated students in Liberal Arts Math. Designed and implemented a program of class instruction that engaged the students in learning. Adapted to different learning styles and

modified instructional resources to meet the needs of those students with varying backgrounds, learning styles, and special needs. Defensive Coordinator on Varsity football team. Led the defense in all aspects of practice, game planning, and philosophy.

Financial Advisor, Edward Jones, Bradenton, FL 2017- present
Work with clients to obtain their financial goals. Created financial plans to help deliver clients to their financial goals. Provided clients with help in insurance needs, investment needs and estate planning needs.

EDUCATION

B.S. in Political Science
University of South Florida, St. Petersburg, FL 2004-2007

Series 7- General Securities License - 2017

Series 66- State Law Securities- 2017

Accredited Asset Management Specialist (AAMS)- 2020

CERTIFICATIONS

Math 6-9

Social Studies 6-12

Middle Grades Integrated 5-9

REFFERALS

Don French, Bayshore H.S. (past Assistant Principal at BRHS)	941-807-4972
Dan Hager, Harbour Community Bank (TUMC Staff Parrish Chair)	941-761-7080
Josh Smithers, Riverview H.S. (past Head Coach at Cardinal Mooney)	941-232-1957

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Sandra Orsino, Police

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA24-05

SUGGESTED ACTION: Approval

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Budget Adjustment to adjust accounts for revenues and expenses related to grants awarded for fiscal year 2024.

FINANCIAL IMPACT:
No financial impact. Approved expenses will be reimbursed by Grantor.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA24-05.

ATTACHMENTS:
Budget Adjustment BA 24-05

RESOLUTION NUMBER BA-24-05

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2023-2024 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Police Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, to adjust accounts for revenues and expenses related to grants awarded for fiscal year 2024.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS DAY OF , 20____.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Melanie Bevan

For: Police Department

Date: 12/29/2023

Budget Adjustment #: BA24-05

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

Explanation for Adjustment: to account for revenues and expenses related to grants awarded for fiscal year 2024.

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

Account Number: 00104 331200 12101
Line item description: Bulletproof Vest Program

Increase (in $): 14,625.00 Decrease (in $):

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

Increase (in $): 14,625.00 Decrease (in $):

Account Number: 00152160 552500 Aspca
Line item description: Other Grants & Aids-Aspca

Increase (in $): 7,500.00 Decrease (in $):

Account Number: 00103 331200 Chker
Line item description: Jag Grant-Dechoker Kits

Increase (in $): 5,373.00 Decrease (in $):

Account Number: 00152160 583000 Chker
Line item description: Jag Grant-Dechoker Kits

Increase (in $): 5,373.00 Decrease (in $):

Account Number: 00103 331200 Cop23
Line item description: 2023 Cops Hiring Program

Increase (in $): 125,000.00 Decrease (in $):

Account Number: 00103 331200 Cops
Line item description: 2020 Cops Hiring Program

Increase (in $): 28,850.00 Decrease (in $):

Account Number: 00103 331200 Dre24
Line item description: Drug Recognition Expert Call Out

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

Account Number: 00152160 583000 Dre24
Line item description: Drug Recognition Expert Call Out

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

Account Number: 00103 331200 Dui24
Line item description: Drive Straight

Increase (in $): 21,000.00 Decrease (in $):

Account Number: 00152160 583000 Dui24
Line item description: Drive Straight

Increase (in $): 21,000.00 Decrease (in $):

Account Number: 00103 334200 Fdl24
Line item description: 2024 Local Firearm Training

Increase (in $): 61,568.00 Decrease (in $):

Account Number: 00152160 583000 Fdl24
Line item description: 2024 Local Firearm Training

Increase (in $): 61,568.00 Decrease (in $):

Account Number: 00104 331200 Hid23
Line item description: High Intensity Drug Traffic

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 00152160 583000 Hid23
Line item description: High Intensity Drug Traffic

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 00103 331200 Hve24
Line item description: High Visability Enforcement

Increase (in $): 17,345.00 Decrease (in $):

Account Number: 00152160 583000 Hve24
Line item description: High Visability Enforcement

Increase (in $): 17,345.00 Decrease (in $):

Account Number: 00104 331200 Jag23
Line item description: 2023 Justice Assistance Grant

Increase (in $): 9,600.00 Decrease (in $):

Account Number: 00152160 583000 Jag23
Line item description: 2023 Justice Assistance Grant

Increase (in $): 9,600.00 Decrease (in $):

Account Number: 00104 331200 Jag24
Line item description: 2024 Justice Assistance Grant

Increase (in $): 32,436.00 Decrease (in $):

Account Number: 00152160 583000 Jag24
Line item description: 2024 Justice Assistance Grant

Increase (in $): 32,436.00 Decrease (in $):

Account Number: 00103 331200 Spd24
Line item description: Speed Kills

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 00152160 583000 Spd24
Line item description: Speed Kills

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 00102 369900 Walmt
Line item description: Honor the Badge

Increase (in $): 5,000.00 Decrease (in $):

Account Number: 00152160 552500 Walmt
Line item description: Honor the Badge

Increase (in $): 5,000.00 Decrease (in $):

Account Number: 00103 334200 Wcind
Line item description: West Coast Inland Navigation District Grant

Increase (in $): 22,686.00 Decrease (in $):

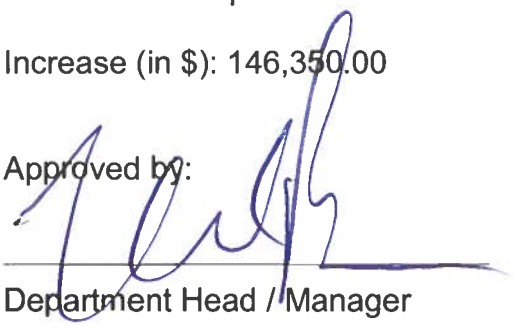
Account Number: 00152160 583000 Wcind
Line item description: West Coast Inland Navigation District Grant

Increase (in $): 22,686.00 Decrease (in $):

Account Number: 00158100 599100
Line item description: Reserve for Contingencies

Increase (in $): 146,350.00 Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Linda Guth, Public Works & Utilities

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA24-06

SUGGESTED ACTION: Approve Budget Adjustment BA24-06

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To move money to the Tree Fund expense account for projects including LECOM Park, Glazier Gates Park, 9th Street West & 11th Avenue West, and 9th Avenue West & 9th Street West median.

FINANCIAL IMPACT:
Use of cash carryforward amount of $50,000.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA24-06.

ATTACHMENTS:
Budget Adjustment BA24-06

RESOLUTION NUMBER BA24-06

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2023-2024 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

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

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

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

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of carry forward for vehicles and equipment not received by September 30, 2023.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 14th DAY OF FEBRUARY 2024.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

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

Budget adjustments MUST balance

Requested by: Kim Clayback

For: Landscape and Grounds

Date: 2/7/2024

Budget Adjustment #: BA24-06

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

Explanation for Adjustment: To move money to the Tree Fund expense account for projects including Lecom Park, Glazier Gates Park, 9th St W & 11th Ave W, and 9th Ave W & 9th St W median.

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

Account Number: 00157200 563200
Line item description: Tree Fund-Capital Oultay

Increase (in $): 50,000 Decrease (in $):

Account Number: 00105 369150
Line item description: Cash Carryforward

Increase (in $): 50,000 Decrease (in $):

Approved by:

_____

Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-24-04MK Agreement with ENCO Utility Services LLC

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

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
ENCO Utility Services LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with utility call center support services. This agreement is in full compliance with all terms and conditions, including pricing, of the FMPA Municipal Power RFP No. FMPA #2018-214 and the resulting Services Agreement dated August 10, 2018, as extended on March 29, 2023 (the "Agreement"), attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through August 10, 2024, with (4) additional one (1) year options.

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

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

SUGGESTED MOTION:
Motion to approve Agreement PB-24-04MK with ENCO Utility Services LLC.

ATTACHMENTS:

PB-24-04MK with ENCO Utility Services

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-04MK BETWEEN THE CITY OF BRADENTON AND ENCO UTILITY SERVICES LLC

ENCO Utility Services LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with utility call center support services. This agreement is in full compliance with all terms and conditions, including pricing, of the FMPA Municipal Power RFP No. FMPA #2018-214 and the resulting Services Agreement dated August 10, 2018, as extended on March 29, 2023 (the "Agreement"), attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through August 10, 2024, with (4) additional one (1) year options, with the following modifications:

1. All references to "Florida Municipal Power Agency" or "FMPA" shall be replaced with "City of Bradenton, Florida."

2. Section 3, Compensation and Payment, shall be modified to state that the City of Bradenton, Florida shall make payment for completed Services in accordance with Florida's Prompt Payment Act.

3. Section 7, Insurance, of the Agreement shall be deleted in its entirety and replaced with the following:

> Before performing any services, Contractor shall procure and maintain, during the life of the agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."
>
> The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **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

B) **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.

C) **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.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

D) **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.

E) **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 Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor 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 Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the resulting contract.

F) By way of its execution of the resulting contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to 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 Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the agreement, which may result in immediate termination.

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Bradenton, FL 34205
Attn: Marcus Kerber, Contract Specialist

4. Section 8, Indemnification, of the Agreement shall be deleted in its entirety and replaced with the following:

> Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, agreement, shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

5. Section 9(a) of the Agreement shall be revised to reflect the following notice information for the parties:

To City: City of Bradenton
Attn: Purchasing Department
101Old Main Street
Bradenton, Florida 34205

To Contractor: ENCO Utility Services LLC
Attn: Bobbie Sue Volz
572 Appleyard Dr., Ste E
Tallahassee, FL 32304

6. Section 9(d) of the Agreement shall be revised to reflect that all controversies, claims, or disputes arising out of this Agreement shall be brought exclusively in appropriate court in Manatee County, Florida.

7. A new Section 10, E-Verify, shall be added to the Agreement as follows:

> 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

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this agreement. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this agreement. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

8. A new Section 11, Public Records, shall be added to the Agreement as follows:

To the extent applicable under Florida law, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Contractor shall keep and maintain public records required by the City in order to perform the service;

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;

3. Contractor 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 Contractor does not transfer the records to the City; and

4. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the agreement, Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

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

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

DocuSigned by:

_____ 1/31/2024 | 1:00 PM PST

Sr. Vice President Customer Service, as Date

_____, ENCO Utility Services LLC.

_____ _____

Gene Brown, Mayor Date
City of Bradenton

Erin Jones Digitally signed by Erin Jones
Date: 2024.02.06 09:47:30 -05'00'

_____ _____

Erin Jones, Purchasing Manager Date
City of Bradenton

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Services Agreement

This Services Agreement is entered into on this 10th day of August 2018, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and ENCO Utility Services LLC, with its principle place of business located at 8141 E. Kaiser Blvd., Ste 212, Anaheim, CA.

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Contractor is company offering utility call center and other support services. The parties desire for Contractor to perform the services more fully described in this agreement and in Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

Contractor shall provide its services (the "Services") to FMPA and participating FMPA Members as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

Section 2. Term & Termination

This agreement shall commence upon the date stated in the introductory clause of this agreement, and, unless sooner terminated, shall continue in force for an initial period of five (5) years from its effective date. The initial term may be extended for five (5) additional one-year periods at the option of FMPA under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of FMPA and Contractor.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 10 days prior written notice. Contractor may terminate this contract for cause upon 10 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA and/or the participating FMPA Member shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 30 days after receipt of an invoice.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Confidentiality

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Contractor is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Contractor, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contact, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Contractor of the request or requirement prior to disclosure, if reasonably possible, so that Contractor may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Contractor. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Professional Liability: $1,000,000

Cyber Liability: $2,000,000

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiably information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

Section 8. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Contractor while performing work

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

Section 9. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

By: Jacob A. Williams

ENCO UTILITY SERVICES LLC

By: Rudy M. Grigoryan

Schedule A

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Response to Request for Proposal
RFP FMPA #2018-214
UTILITY CALL CENTER SUPPORT SERVICES

FOR

FMPA
MUNICIPAL POWER

Due: Wednesday, August 8, 2018
by 10am EST

TO:
MS. SHARON SAMUELS
MEMBER SERVICES & PROCUREMENT SPECIALIST
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819

FROM:
ENCO Utility Services
Ruby M. Irigoyen
SVP Customer Services

HQ: 8141 E. Kaiser Blvd., Suite 212
Anaheim, CA 92808

Hemet Customer Service Center
380 N. San Jacinto St.
Hemet, CA 92543

email: irigoyen@encous.com
office: (951) 925-8092
cell: (951) 236-1571
fax: (951) 257-0316

www.encous.com

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

PRICING:

ENCO's pricing is generic so that any FMPA Member utility can utilize these services under this proposal and associated agreement.

ENCO's pricing is firm for a period of two years after any agreements are executed with an annual pricing increase of 3% for year 3 and beyond. FMPA may evaluate pricing increases each year to determine if they are appropriate and reasonable.

ENCO's pricing is scaled to accommodate additional participating member utilities. The pricing is scaled such that as members join and take services, the volumes for discounts are based on the total volumes for all participating members combined.

Call Center Services

Call Center Service	Set up price per Meter, One Time	Monthly Minimum	Price per Call per Month
Price is per customer call handled monthly, 24/7 or overflow Call volumes are based on total calls for all participating FMPA Member Utilities	See Below	None	
If total calls are 500 or less			$2.95
If total calls per month are between 501 and 2000			$2.85
If total calls per month are between 2001 and 5000			$2.75
If total calls per month are between 5001 and higher			$2.57
Autoserv Emergency Orders Online & IVR			$1.50
Outbound Text Messaging			No Charge
Outbound IVR Calls			$0.50

Set up of customer data in our call center software and training of our staff on member utility's systems are included with the exception that travel expenses and other out of pocket expenses shall be reimbursable at cost with no mark up.

Such reimbursable expenses include, but are not limited to, all travel expenses (with mileage at the IRS approved rate), lodging, long distance telephone and facsimile charges, photo-copying and printing costs, taxis and auto rental, postage, filing fees, word processing costs, transcript costs, secretarial overtime, notary fees and other expenses incurred on behalf of FMPA member utilities.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Full Service - All Billing Service and Call Center Offer:

Full Service Solution	Set up	Ongoing
Set up		
Call Center Services 24/7 for all Routine and Emergency Calls		
OMS & Set up	Included	
Training – (excludes travel which is billed at cost)	Included	
Billing		
Billing Software License (one Time)	$ 28,000	
Rates Set up - Water, Electric & Sewer	$ 10,000	
Statement Setup	Included	
Customer accounting, meter read review and upload, bill calculation, rate maintenance	Included	
Credit & Collections Processing - Active Accts	Included	
Courtesy Notifications	Included	
User License per Remote User -$1500 per User - One time (estimated 5; 3 included)	$ 3,000	
Client staff training	Included	
Excludes Meter Reading & all Field Services		
Bill Printing & Mailing (bill stock and printing)	Included	
Postage included at $.365	included	
CASS Certification	Included	
Bill Stuffers	at Cost	
Lockbox	$ 3,500	
Custom Programming - Cost + 9%	TBD	
Ongoing - Per Meter Per Month (electric, water, gas)		$ 1.57

FMPA member utilities can take the following services as stand-alone services as well. The delivery of these services are managed by ENCO and delivered by ENCO or as in the case of printing and mailing of utility bills, are delivered by our subcontractor / partner Municode from Tallahassee.

The payment processing services for mailed in payments will be delivered via our new offices in Florida.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Other Stand-Alone Services:

Stand Along Services - per Utility	
Stand Alone Bill Printing & Mailing	
Set up	$ 400
Monthly Base Charge	$ 500
Ongoing per Bill	
25,000 or greater	$ 0.105
15,000 to 24,999	$ 0.110
10,000 to 14,999	$ 0.115
5,000 to 9,999	$ 0.125
2,000 to 4,999	$ 0.135
0 to 1,999	$250 min. Flat Fee
Postage - at cost. Estimated average at $0.365 if CASS Certified and qualifying quantity. Mailing from our partner's facility in Tallahassee	$ 0.365
Stand Alone Lockbox Services for mailed in payments	
Set up	$ 3,500
Monthly Base Charge	$ 350
Ongoing per Payment	$ 0.35
Includes access to RemitWeb, training of your staff	
Processing at our facility in Florida	
Courtesy Notifications	
Set up	None
Monthly Base Charge	$ 150
Type of Alert	Per Alert
Email	$ 0.22
Text	$ 0.20
IVR Calls	$ 0.30

For all services offered, any integration with client utility's software or systems are billed at ENCO billable rates for ENCO labor and any subcontractor costs are bill at cost plus 9%.

Customer Services Billable Rates:

Title	Hourly Rate
Customer Services Project Mgr	$ 110.00
Data Programming	$ 175.00
Billing Software Programming	$ 225.00
IT Senior Technician	$ 85.00
Data Senior Technician	$ 65.00
Clerical	$ 25.00

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Florida consumer price index for that year.

Electric Distribution Engineering, Design, Construction, Operations and Maintenance Services

ENCO also offers complete electric distribution engineering, design, construction, operation and maintenance services at the following billable rates plus equipment cost and travel expenses, if any:

Title	Hourly Rate
Engineer	$ 84.50
Service Planner	$ 58.00
Operations Mgr	$ 110.00
General Foreman	$ 78.00
Foreman	$ 72.00
Lineman	$ 67.00
Groundman	$ 46.50
Project Coordinator	$ 60.00
Facility Locator	$ 54.00
Mapping Coordinator	$ 40.00

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Florida consumer price index for that year.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

TO: FMPA Members

FROM: Sharon Samuels

DATE: August 30, 2022

SUBJECT: Award Status - Utility Call Center Support Services (RFP# 2018-214)

****

ENCO Utility Services (the awarded bidder) notified FMPA that unprecedented circumstances in the market is impacting their raw materials. They reported that shortages and the cost of materials and supplies have increased significantly beyond their standard costs escalator of 3%. ENCO reported a 56% increase on paper alone; with paper products representing 37% of total cost.

The services impacted by the cost increase are utility billing, bill printing, and mail services. ENCO requested a 14.2% increase for 2022 and then their standard 3% in the future. To address supply shortages, ENCO also requested approval of material substitution when standard materials are unavailable. ENCO will invoice the Participating Members for the increased cost, during these instances.

Following review of ENCO's submitted documentation, the Participating Members have agreed to accept the price increase for utility billing, bill printing, mail services; and the allowance of substitute materials affecting these same service areas.

All other aspects of the RFP and agreement remain the same.

Please feel free to contact me with any questions.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

March 29, 2023

To: FMPA Members

From: Sharon Samuels

Re: Utility Call Center Support Services Award Extension – RFP# 2018-214

****

The FMPA Utility Call Center Support Services Award is scheduled to expire August 2023.

The Participating Members and the awarded vendor, ENCO Utility Services has mutually agreed to extend the award for an additional year.

In accordance with Section 4j of the RFP document, Pricing, ENCO Utility Services will implement a 3% pricing increase per their proposal.

This extension will expire on August 10, 2024. Should you have any concerns or questions regarding this extension, please feel free to contact me.

cc: Awarded Bidder

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-24-005NT Agreement with Fire Catt, LLC

SUGGESTED ACTION: Approve agreement for Mayor's Signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Fire Catt, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with annual fire hose testing services. This agreement is in full compliance with all terms and conditions, including pricing, of the City of Coral Springs Annual Fire Hose Testing Services Agreement dated January 24, 2023 (the "Agreement"), attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through January 24, 2025, with (2) additional two (2) year options.

FINANCIAL IMPACT:
Included in FY 24 budget.

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

SUGGESTED MOTION:
Motion to approve Agreement PB-24-005NT with Fire Catt, LLC.

ATTACHMENTS:
PB-24-005NT with Fire Catt, LLC

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-005NT BETWEEN THE CITY OF BRADENTON AND FIRE CATT, LLC

Fire Catt, LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with annual fire hose testing services. This agreement is in full compliance with all terms and conditions, including pricing, of the City of Coral Springs Annual Fire Hose Testing Services Agreement dated January 24, 2023 (the "Agreement"), attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through January 24, 2025, with (2) additional two (2) year options, with the following modifications:

1. All references to "City of Coral Springs" or "City" shall be replaced with "City of Bradenton, Florida."

2. Section 4, Compensation, shall be modified to add the following sentence at the end of the second sentence:

> The City shall make payment for the services in accordance with Florida's Prompt Payment Act.

3. Section 7, Indemnification, of the Agreement shall be deleted in its entirety and replaced with the following:

> Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, agreement, shall be deemed to affect

the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

4. Section 9, Insurance, of the Agreement shall be deleted in its entirety and replaced with the following:

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

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

A) **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

B) **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.

C) **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.

D) **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.

E) **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 Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor 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 Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the resulting contract.

F) By way of its execution of the resulting contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to 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

Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the agreement, which may result in immediate termination.

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865
Reference: City of Bradenton Purchasing

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205-7865
Attn: Purchasing

5. Sections 20.02 and 20.03, Records and Audit, of the Agreement shall be deleted in entirety and replaced with the following:

To the extent applicable under Florida law, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Contractor shall keep and maintain public records required by the City in order to perform the service;

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;

3. Contractor 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 Contractor does not transfer the records to the City; and

4. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the agreement, Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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

6. Section 24.02, Governing Law; Venue, of the Agreement shall be modified to reflect that venue shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida.

7. Section 29, Notices, of the Agreement shall be revised to reflect the following notice information for the City:

To City: City of Bradenton

Attn: Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

8. A new Section 30, E-Verify, shall be added to the Agreement as follows:

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 Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this agreement. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this agreement. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

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

Marc Radecky
Marc Radecky, as President, Fire Catt, LLC

2/6/2024
Date

Gene Brown, Mayor
City of Bradenton

Date

Erin Jones
Digitally signed by Erin Jones
Date: 2024.02.06 10:02:35 -05'00'

2/6/2024

Erin Jones, Purchasing Manager
City of Bradenton

Date

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-008MK Contract Extension with Air Mechanical & Service Corp

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

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City and Contractor entered into PB-23-008MK whereby Contractor is to provide the City 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 Contract Extension PB-23-008MK with Air Mechanical & Service Corp.

ATTACHMENTS:
PB-23-008MK with Air Mechanical & Service Corp

First Contract Extension of PB-23-008MK between Air Mechanical & Service Corp and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB-23-008MK (the "Extension"), is made this 14th day of February 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and AIR MECHNICAL & SERVICE CORP, a Florida profit corporation (hereafter 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 desire to extend the term of the Contract for an additional one-year period to January 17, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this 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 January 17, 2025.
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 14th day of February, 2024.

Mark Castellano
VP/Branch Manager, as _____
Air Mechanical & Service Corp

2/1/2024
Date

Gene Brown
Mayor, City of Bradenton

_____
Date

Erin Jones
Digitally signed by Erin Jones
Date: 2024.02.06 10:37:27 -05'00'

Erin Jones, CPPB
Purchasing Manager, City of Bradenton

_____
Date

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: PB-23-003NT Contract Extension with Municipal Emergency Services, Inc.

SUGGESTED ACTION: Approve agreement for Mayor's Signature

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This FIRST CONTRACT EXTENSION of PB-23-003NT is made this 14th day of February 2024, between the CITY OF BRADENTON a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and MUNICIPAL EMERGENCY SERVICES, INC. whereby Contractor was to provide the City with fire equipment, parts, supplies and service.

FINANCIAL IMPACT:
Included in FY24 budget.

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

SUGGESTED MOTION:
Motion to approve agreement PB-23-003NT contract extension with Municipal Emergency Services, Inc.

ATTACHMENTS:
PB-23-003NT with Municipal Emergency Services

First Contract Extension of PB-23-003NT between Municipal Emergency Services, Inc. and the City of Bradenton

This FIRST CONTRACT EXTENSION of PB-23-003NT (the "Extension"), is made this 14th day of February 2024, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and MUNICIPAL EMERGENCY SERVICES, INC., a Florida profit corporation (hereafter referred to as "Contractor), located at 12 Turnberry Lane, 2nd Floor, Sandy Hook, CT 06482.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-23-003NT (the "Contract") on January 20, 2023, whereby Contractor was to provide the City with fire equipment, parts, supplies and service;

WHEREAS, the Contract with the City is through January 20, 2024;

WHEREAS, the Contract allows the option to renew for two (2) additional two-year periods;

WHEREAS, the Parties desire to extend the term of the Contract for an additional two-year period to July 31, 2025;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this 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 two-year term, and the Contract shall now expire on July 31, 2025.
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 14th day of February, 2024.

Ward Petrie
Ward Petrie (Feb 2, 2024 09:58 EST)

Ward Petrie, as SVP Finance
Municipal Emergency Services, Inc.

Feb 2, 2024
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones, CPPB
Purchasing Manager, City of Bradenton

2/7/2024
Date

4618161v1

LAKE COUNTY, FL

REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Brandenton 1st Contract Ext PB 23-003NT FINAL

Final Audit Report 2024-02-02

Created:	2024-02-02
By:	Chanda Riddick-Yamoah (criddick@mesfire.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxMp7HXAAhh7V-NY-4wBqKcjwSJpshGm7

"Brandenton 1st Contract Ext PB 23-003NT FINAL" History

Document created by Chanda Riddick-Yamoah (criddick@mesfire.com)
2024-02-02 - 1:49:50 PM GMT

Document emailed to wpetrie@mesfire.com for signature
2024-02-02 - 1:50:29 PM GMT

Email viewed by wpetrie@mesfire.com
2024-02-02 - 2:58:40 PM GMT

Signer wpetrie@mesfire.com entered name at signing as Ward Petrie
2024-02-02 - 2:58:55 PM GMT

Document e-signed by Ward Petrie (wpetrie@mesfire.com)
Signature Date: 2024-02-02 - 2:58:57 PM GMT - Time Source: server

Agreement completed.
2024-02-02 - 2:58:57 PM GMT

Adobe Acrobat Sign

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL AGENDA ITEM REPORT

DATE: February 14, 2024

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4033 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT EAST-WEST ALLEY AS SHOWN ON THE PLAT OF G.O. GREGORY'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 236, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF MANATEE AVENUE EAST AND EAST OF 22ND 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: No action is required at first reading. The second reading and public hearing are scheduled for February 28, 2024.

Is this item Quasijudicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton is building a new Fire Station #2 at 2229 Manatee Avenue East. The vacation of the alley behind this property is required to allow for the setbacks necessary of the new fire station between this property and neighboring properties. All utility companies have been contacted regarding the vacation of the

alley and have no objection after determining that none of their utilities exist in the alley to be vacated.

FINANCIAL IMPACT:
None.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed and edited Ordinance 4033.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for February 28, 2024.

ATTACHMENTS:
Ordinance 4033

Ordinance No. 4033

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PORTION OF A 16-FOOT EAST-WEST ALLEY AS SHOWN ON THE PLAT OF G.O. GREGORY'S SUBDIVISION, RECORDED IN BOOK 1, PAGE 236, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF MANATEE AVENUE EAST AND EAST OF 22ND 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, the Applicant, City of Bradenton, owns the property located at 2229 Manatee Avenue East, Bradenton, FL 34208, and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Applicant, City of Bradenton, has filed an application to vacate the southernmost 8 feet of a 16-foot-wide alley, as legally described in Exhibit "B" attached hereto; and

WHEREAS, the right-of-way proposed for vacation is adjacent to the Property; and

WHEREAS, all things necessary and required by law have occurred for the vacation of a portion of that certain 16-foot wide alley as shown on the Plat of G.O. Gregory's Subdivision, and more particularly described on Exhibit "B"; and

WHEREAS, the City Council has reviewed the request for vacation of right-of-way 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 right-of-way 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 right-of-way 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. Pursuant to due and proper petition, application and other procedures as required by law, the City Council for the City of Bradenton does hereby vacate, close and abandon that right-of-way which is illustrated and described on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

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. It is the intention of the City Council that each provision hereof be considered severable, and, if any section, subsection, sentence, clause, or provision of this ordinance is held invalid, the remainder of the ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	February 14, 2024
PUBLICATION DATE	February 16, 2024
SECOND READING	February 28, 2024

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 28TH DAY OF FEBRUARY, 2024.

THE CITY OF BRADENTON, FLORIDA

ATTEST:

_____ _____

Tamara Melton, City Clerk Gene Brown, Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

4572357v1

EXHIBIT "A"

Beginning at a point on the North margin of Academy Street, the SW corner of Lot No, 5, Block 14, of Pelot's Addition to Manatee, as per plat thereof, recorded in Plat Book 1, Page 77, of the Public Records of Manatee County, Florida, and running thence North with the East margin of Cleveland Street 201 1/3 feet to an alley; thence East 71 1/2 feet; thence South and parallel with Cleveland Street 201 1/3 feet to Academy Street; thence West 71 1/2 feet to Point of Beginning;

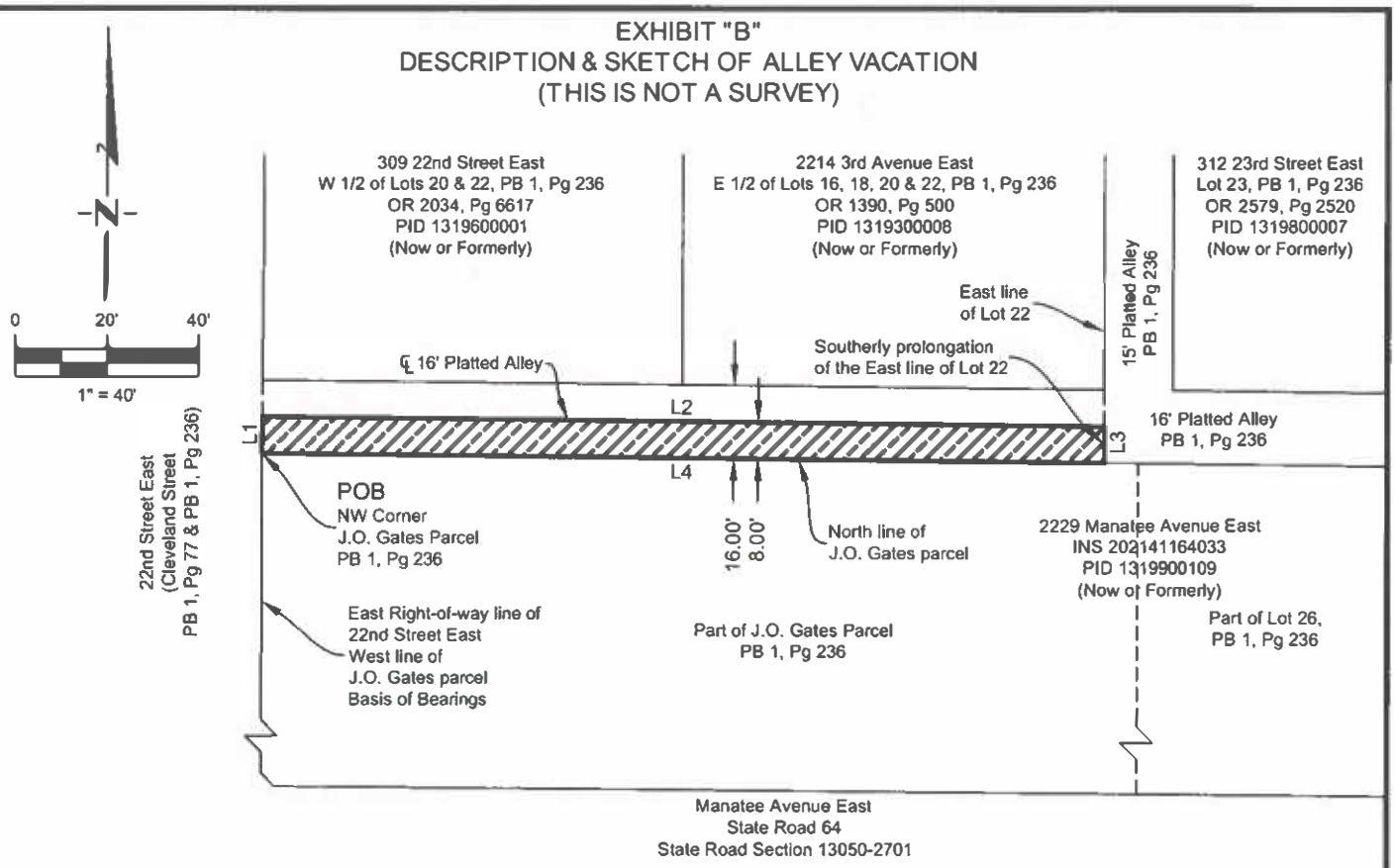
ALSO: Lots 24, 25 and 26, of Gregory's Subdivision of Blocks 11 and 14 of Pelot's Addition to the Town of Manatee as recorded in Plat Book 1, Page 236, of the Public Records of Manatee County, Florida;

ALSO a lot described as: Begin 71.5 feet East of the SW corner of J.O. Gates lot as shown on Plat of Gregory's Subdivision of Blocks 11 and 14, of Pelot's Addition to the Town of Manatee, as recorded in Plat Book 1, Page 236, of the Public Records of Manatee County, Florida; thence East along the South line of said lot, 120 feet, more or less, to the SW comer of Lot 26 of said Gregory's Subdivision; thence North along the West line of said Lot 26, a distance of 201 feet 4 inches to the North line of said J.O. Gates lot; thence West a distance of 120 feet, more or less, to a point due North of the Point of Beginning; thence South to the Point of Beginning;

LESS any existing road right of way;

ALSO LESS right of way as described in that certain Order of Taking recorded in Official Records Book 1139, Page 2192, of the Public Records of Manatee County, Florida.

EXHIBIT "B"
DESCRIPTION & SKETCH OF ALLEY VACATION
(THIS IS NOT A SURVEY)



L#	Bearing	Distance
L1	N 0° 13' 30" E	8.00'
L2	S 89° 23' 00" E	184.00'
L3	S 0° 13' 30" W	8.00'
L4	N 89° 23' 00" W	184.00'

NOTES:

1) This is not a survey.
2) Bearings are based on the east right-of-way line of 22th Street East, being assumed as N 00° 45' 00" W.
3) This description is based on information derived from a boundary survey preformed by Jim Amberger Land Surveying, L.L.C., with a date of survey of February 10th, 2022 and a job number of 2021389.
4) This sketch was prepared without the benefit of an abstract of title and may be subject to easements, restrictions, rights-of-way and other matters of record.
5) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper

DESCRIPTION:

A portion of a 16-foot east-west alley lying South of lots 22 and 23 and North of the J.O. Gates Parcel and Lots 24, 25 and 26, G.O. Gregory's Subdivision of Blocks 11 and 14 of Pelot's Addition to the Town of Manatee, recorded in Plat Book 1, Page 236, of the public records of Manatee County, Florida, lying in Section 30, Township 34 South, Range 18 East and being more particularly described as follows:

BEGINNING at the Northwest corner of the said J.O. Gates Parcel; thence N 0°13'30" E, along the east right-of-way of 22nd Street East, a distance of 8.00 feet to the centerline of the said alley; thence S 89°23'00" E, along the said centerline, a distance of 184.00 feet to the Southerly prolongation of the East line of Lot 22 of said plat; thence S 0°13'30" W, a distance of 8.00 feet to the North line of the said J.O. Gates Parcel; thence N 89°23'00" W, along the said north parcel line, a distance of 184.00 feet to the **POINT OF BEGINNING**.

Containing 1,472 square feet more or less.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

1411 9th STREET WEST
BRADENTON, FLORIDA 34205
(941) 708-6300

DAVID E CRONKHITE License Number 6078 STATE OF FLORIDA

DAVID E. CRONKHITE, P.S.M.
FLORIDA CERTIFICATE NO. 6078

06/23/2023
DATE

POB	=POINT OF BEGINING
POC	=POINT OF COMMENCEMENT
PB	=PLAT BOOK
PG	=PAGE
OR	=OFFICIAL RECORDS BOOK
INS	=INSTRUMENT NUMBER
PID	=PARCEL IDENTIFICATION NUMBER
℄	=CENTERLINE
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 40'

DESCRIPTION & SKETCH
ALLEY VACATION
G.O. GREGORY'S SUBDIVISION
OF BLOCKS 11 AND 14 OF
PELOT'S ADDITION TO THE
TOWN OF MANATEE
PLAT BOOK 1, PAGE 236

SHEET: 1 OF 1

SECTION 30
TOWNSHIP 34 SOUTH
RANGE 18 EAST

DRAW BY: DEC

DRAWING DATE: 06/23/2023

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-24-04MK BETWEEN THE CITY OF BRADENTON AND ENCO UTILITY SERVICES LLC

ENCO Utility Services LLC agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with utility call center support services. This agreement is in full compliance with all terms and conditions, including pricing, of the FMPA Municipal Power RFP No. FMPA #2018-214 and the resulting Services Agreement dated August 10, 2018, as extended on March 29, 2023 (the "Agreement"), attached hereto and incorporated herein as Exhibit "A," for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through August 10, 2024, with (4) additional one (1) year options, with the following modifications:

1. All references to "Florida Municipal Power Agency" or "FMPA" shall be replaced with "City of Bradenton, Florida."

2. Section 3, Compensation and Payment, shall be modified to state that the City of Bradenton, Florida shall make payment for completed Services in accordance with Florida's Prompt Payment Act.

3. Section 7, Insurance, of the Agreement shall be deleted in its entirety and replaced with the following:

> Before performing any services, Contractor shall procure and maintain, during the life of the agreement, unless otherwise specified, the insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII."
>
> The City, its officers, agents, and employees, shall be named as additional insureds on all policies required (excluding worker's compensation). No changes may be

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

made to these specifications without specific prior written approval of the City. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

A) **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

B) **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.

C) **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.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

D) **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.

E) **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 Contractor, renewal certificates of insurance and required copies of policies shall be furnished by the Contractor 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 Contractor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the Contractor or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the resulting contract.

F) By way of its execution of the resulting contract, Contractor:

a. Represents that Contractor maintains, and will maintain during the term of the agreement, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to 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 Contractor to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the agreement, which may result in immediate termination.

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

a. The certificate holder shall be:
The City of Bradenton, A political subdivision of the State of Florida
101 Old Main Street
Bradenton, FL 34205-7865

b. Certificate shall be mailed to:
The City of Bradenton
101 Old Main Street

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Bradenton, FL 34205
Attn: Marcus Kerber, Contract Specialist

4. Section 8, Indemnification, of the Agreement shall be deleted in its entirety and replaced with the following:

> Contractor covenants and agrees to indemnify and save harmless the City, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the agreement for any personal injury, loss of life, or damage to property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the City, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, agreement, shall be deemed to affect the rights, privileges and immunities of the City as set forth in Section 768.28, Florida Statutes.

5. Section 9(a) of the Agreement shall be revised to reflect the following notice information for the parties:

To City: City of Bradenton
Attn: Purchasing Department
101Old Main Street
Bradenton, Florida 34205

To Contractor: ENCO Utility Services LLC
Attn: Bobbie Sue Volz
572 Appleyard Dr., Ste E
Tallahassee, FL 32304

6. Section 9(d) of the Agreement shall be revised to reflect that all controversies, claims, or disputes arising out of this Agreement shall be brought exclusively in appropriate court in Manatee County, Florida.

7. A new Section 10, E-Verify, shall be added to the Agreement as follows:

> 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

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

into a contract unless each party to the contract registers and uses E-Verify. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this agreement. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this agreement. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

8. A new Section 11, Public Records, shall be added to the Agreement as follows:

To the extent applicable under Florida law, Contractor shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Contractor shall keep and maintain public records required by the City in order to perform the service;

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;

3. Contractor 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 Contractor does not transfer the records to the City; and

4. Contractor shall upon completion of the contract, transfer, at no cost, to the City all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the agreement, Contractor 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.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

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

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

DocuSigned by:

_____ 1/31/2024 | 1:00 PM PST

Sr. Vice President Customer Service, as Date

_____, ENCO Utility Services LLC.

_____ _____

Gene Brown, Mayor Date
City of Bradenton

Erin Jones Digitally signed by Erin Jones
Date: 2024.02.06 09:47:30 -05'00'

_____ _____

Erin Jones, Purchasing Manager Date
City of Bradenton

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Services Agreement

This Services Agreement is entered into on this 10th day of August 2018, and is by and between Florida Municipal Power Agency, a governmental joint action agency organized and existing pursuant to Florida law, with its office located at 8553 Commodity Circle, Orlando, Florida 32819, ("FMPA") and ENCO Utility Services LLC, with its principle place of business located at 8141 E. Kaiser Blvd., Ste 212, Anaheim, CA.

FMPA is a municipal electric joint action agency formed pursuant to section 163.01, Florida Statutes, and exercises powers pursuant to section 163.01 and chapter 361, part II, Florida Statutes.

Contractor is company offering utility call center and other support services. The parties desire for Contractor to perform the services more fully described in this agreement and in Schedule A.

Now therefore, for and in consideration of the premises and mutual covenants made herein, the parties agree as follows:

Section 1. Scope of Services

Contractor shall provide its services (the "Services") to FMPA and participating FMPA Members as described in Schedule A to this agreement, which is attached hereto and incorporated into this agreement by this reference and which may be amended at the sole discretion of FMPA. In the event that any terms or conditions provided in Schedule A conflict with any terms or conditions of this agreement, the terms of this agreement shall control.

Section 2. Term & Termination

This agreement shall commence upon the date stated in the introductory clause of this agreement, and, unless sooner terminated, shall continue in force for an initial period of five (5) years from its effective date. The initial term may be extended for five (5) additional one-year periods at the option of FMPA under the same terms and conditions as the original Agreement, including any Amendments thereto, unless otherwise modified by mutual agreement of FMPA and Contractor.

At any time, FMPA may terminate this contract, in whole or in part, for failure of Contractor to perform in accordance with the terms of this contract, or for any reason, at FMPA's sole discretion, upon 10 days prior written notice. Contractor may terminate this contract for cause upon 10 days prior written notice.

Upon Contractor's receipt of FMPA's notice of termination, Contractor shall cease all performance related to the Services, unless directed to do otherwise by FMPA in writing. FMPA shall pay Contractor for any Services that were completed by Contractor prior to the termination of this agreement. Upon such termination, Contractor shall submit to FMPA a final invoice in a manner that is sufficient for FMPA to verify the Services performed by Contractor prior to the date of termination. In no

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

event shall the final reimbursement include any anticipated profits or revenue or other economic loss for unperformed services. No payment shall be made for any work performed by Contractor after the termination date unless Contractor is expressly requested in writing to perform such work by FMPA.

Section 3. Compensation and Payment

FMPA and/or the participating FMPA Member shall pay Contractor for Services furnished under this agreement upon submission of invoice(s) as described in Schedule A. Contractor shall not furnish additional services or incur additional expenses without written authorization and additional funding from FMPA. FMPA shall make payment for completed Services within 30 days after receipt of an invoice.

Section 4. Independent Contractor Status

It is understood and agreed that Contractor is an independent contractor, is not an agent or employee of FMPA, and is not authorized to act on behalf of FMPA. Contractor agrees not to hold him or herself out as, or give any person any reason to believe that he or she is an employee, agent, or partner of FMPA. Contractor will not be eligible for any employee benefits, nor will FMPA make deductions from any amounts payable to Contractor for taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Agreement and is not required to devote his or her services exclusively for FMPA. Contractor agrees that it shall bear the responsibility for verifying the employment status, under all applicable immigration laws, of all persons it employs in the performance of this contract.

Section 5. Standard of Care

The Services and any deliverables provided pursuant to this agreement shall be free from material defect. Contractor represents that the Services shall be performed with reasonable care in a diligent and competent manner and in accordance with generally accepted professional practices.

Section 6. Confidentiality

(a) For purposes of this Section 6, "Confidential Information" means the confidential and proprietary information of a party (including, with respect only to FMPA, the confidential and proprietary information of any one or more of its member municipal electric utility systems, including the FMPA), and includes without limitation all data, specifications, calculations, estimates, plans, drawings, construction or technical documents, photographs, summaries, spreadsheets, reports, memoranda, letters, email, and any other documents, instruments, information and materials of any nature whatsoever, whether oral, written or recorded in another medium, relating to the business of a party (including, with respect only to FMPA, the business of one or more of its member electric utility systems, including the FMPA) which has been or may afterwards be provided or disclosed in relation to the Services. Each party may disclose its Confidential Information (including, with respect only to FMPA, the Confidential

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Information of any one or more of its member municipal electric utility systems, including the FMPA) (the "Disclosing Party") to the other Party (the "Receiving Party"). Tangible items of Confidential Information may be marked "CONFIDENTIAL" or "PROPRIETARY" or "CONFIDENTIAL AND PROPRIETARY" by either party, except that no such mark is necessary to cause tangible items to be considered Confidential Information if such tangible items are otherwise included in the definition provided in this section.

(b) The Receiving Party agrees that Confidential Information received must be considered confidential and proprietary property of the Disclosing Party and the Receiving Party, unless prohibited by Florida law, shall hold the same in confidence, and shall not use Confidential Information for purposes other than the purposes contemplated by this agreement, which for Contractor is limited to its rendering of the Services to or for the FMPA. The Receiving Party, to the extent permitted by Florida law, shall not disclose, publish, or otherwise reveal any Confidential Information to any third party whatsoever except after receipt of the specific prior written authorization of the Disclosing Party. Contractor, as the Receiving Party, further agrees, without limiting the other provisions of this agreement, to not utilize the Confidential Information received in association with the agreement, in any way, for any client other than the FMPA and for any matter other than in performance of the Services contemplated hereunder.

(c) Notwithstanding any other provision of this contact, FMPA as the Receiving Party may disclose Confidential Information if necessary, in the opinion of legal counsel for FMPA, to comply with applicable law (including, without limitation, the Florida Public Records Law, Chapter 119, Florida Statutes), order, regulation, ruling, subpoena, or order of a governmental authority or tribunal with competent jurisdiction. In the event that FMPA as the Receiving Party is requested or required to disclose any Confidential Information, FMPA shall promptly notify Contractor of the request or requirement prior to disclosure, if reasonably possible, so that Contractor may, if it elects, seek an appropriate protective order or other designation of such Confidential Information as containing trade secrets or other commercially sensitive information or otherwise seek to contest, limit or protect the confidentiality of any such requested or required disclosure. All costs of seeking any protective order or other designation and for contesting, limiting, or protecting the disclosure of Confidential Information in response to a valid request to or demand upon FMPA as the Receiving Party shall be borne and paid in full by Contractor. With respect to any disclosure made by FMPA as the Receiving Party pursuant to this section 3, FMPA shall furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its legal counsel, is consistent with the scope of the request or demand to disclose and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information.

(d) The Receiving Party has no obligation under this agreement with respect to Confidential Information which (1) is, or becomes publicly available without breach of this agreement by the Receiving Party; (2) is rightfully received by the Receiving Party without obligations of confidentiality; (3) is developed by the Receiving Party without breach of this agreement; or (4) is a public record which Receiving Party is obligated by

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Florida law to disclose to a third party in the opinion of legal counsel for the Receiving Party; provided however, the Confidential Information described in clauses (1), (2), (3), and (4) of this section shall not be disclosed, in response to a formal request, until 20 days after written notice (as defined in section 10) of the intent to disclose is given to the Disclosing Party along with the asserted grounds for disclosure (unless pursuant to clause (4) only a shorter response is required by Florida law and the Disclosing Party is given advance notice of such response requirement by the Receiving Party not less than one business day prior to disclosure by the Receiving Party).

Section 7. Insurance

Contractor shall maintain, at its own expense, insurance during the performance of the Work under this contract, with the limits of liability of not less than the following:

Worker's Compensation: Statutory

Professional Liability: $1,000,000

Cyber Liability: $2,000,000

Contractor shall provide FMPA with Certificates of Insurance evidencing these insurance requirements and naming FMPA as an additional insured, except on the worker's compensation policy, prior to the start of work. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Contractor. Any insurance or self-insurance programs maintained by FMPA do not contribute with insurance provided by the Contractor under the Agreement. Contractor shall provide FMPA with at least 10 days' notice of cancellation of any such insurance. At no time shall Contractor be without insurance in the above amounts during any performance related to this contract.

Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, information theft, damage to or destruction of electronic information, release of private information, liability to third parties for failure to handle, manage, store, and control personal identifiably information, alteration of electronic information, extortion, network security, legal fees, judgments, settlements, forensic experts and public relations efforts. The policy shall provide coverage for regulatory fines and penalties as well as credit monitoring expenses.

Section 8. Indemnification

To the fullest extent permitted by law, the Contractor, its heirs, successors and assigns shall indemnify and hold harmless FMPA, its successors and assigns, and its employees, against any and all claims, suits or actions at law, regardless of cause and/or all damages, costs and judgments (including reasonable attorneys' fees), incurred by FMPA arising from the negligence of Contractor while performing work

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

under this Agreement. The liability of the Contractor is full and complete in all respects and subcontracting any part of the work shall not relieve it of primary liability.

Section 9. General Terms and Conditions

(a) Any notices given pursuant to this agreement shall be in writing, delivered to the address set forth in the introductory clause of this agreement, and shall be considered given when received.

(b) No term of this agreement shall be deemed waived, and no breach of this agreement excused, unless the waiver or consent is in writing signed by the other party granting such waiver or consent.

(c) If any provision of this agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(d) This agreement shall be governed by the laws of the State of Florida. All controversies, claims or disputes arising out of this agreement shall be brought exclusively in appropriate court in Leon County, Florida.

(e) In the event that either party is required to enforce the terms of this agreement by court proceedings or otherwise, the prevailing party of such proceedings shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorney's fees and costs and expenses for trial, alternative dispute resolution and appellate proceedings.

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first stated in the introductory paragraph.

FLORIDA MUNICIPAL POWER AGENCY

By: Jacob A. Williams

ENCO UTILITY SERVICES LLC

By: Rudy M. Grigoryan

Schedule A

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Response to Request for Proposal
RFP FMPA #2018-214
UTILITY CALL CENTER SUPPORT SERVICES

FOR

FMPA
MUNICIPAL POWER

Due: Wednesday, August 8, 2018
by 10am EST

TO:
MS. SHARON SAMUELS
MEMBER SERVICES & PROCUREMENT SPECIALIST
FLORIDA MUNICIPAL POWER AGENCY
8553 COMMODITY CIRCLE
ORLANDO, FL 32819

FROM:
ENCO Utility Services
Ruby M. Irigoyen
SVP Customer Services

HQ: 8141 E. Kaiser Blvd., Suite 212
Anaheim, CA 92808

Hemet Customer Service Center
380 N. San Jacinto St.
Hemet, CA 92543

email: irigoyen@encous.com
office: (951) 925-8092
cell: (951) 236-1571
fax: (951) 257-0316

www.encous.com

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

PRICING:

ENCO's pricing is generic so that any FMPA Member utility can utilize these services under this proposal and associated agreement.

ENCO's pricing is firm for a period of two years after any agreements are executed with an annual pricing increase of 3% for year 3 and beyond. FMPA may evaluate pricing increases each year to determine if they are appropriate and reasonable.

ENCO's pricing is scaled to accommodate additional participating member utilities. The pricing is scaled such that as members join and take services, the volumes for discounts are based on the total volumes for all participating members combined.

Call Center Services

Call Center Service	Set up price per Meter, One Time	Monthly Minimum	Price per Call per Month
Price is per customer call handled monthly, 24/7 or overflow Call volumes are based on total calls for all participating FMPA Member Utilities	See Below	None	
If total calls are 500 or less			$2.95
If total calls per month are between 501 and 2000			$2.85
If total calls per month are between 2001 and 5000			$2.75
If total calls per month are between 5001 and higher			$2.57
Autoserv Emergency Orders Online & IVR			$1.50
Outbound Text Messaging			No Charge
Outbound IVR Calls			$0.50

Set up of customer data in our call center software and training of our staff on member utility's systems are included with the exception that travel expenses and other out of pocket expenses shall be reimbursable at cost with no mark up.

Such reimbursable expenses include, but are not limited to, all travel expenses (with mileage at the IRS approved rate), lodging, long distance telephone and facsimile charges, photo-copying and printing costs, taxis and auto rental, postage, filing fees, word processing costs, transcript costs, secretarial overtime, notary fees and other expenses incurred on behalf of FMPA member utilities.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Full Service - All Billing Service and Call Center Offer:

Full Service Solution	Set up	Ongoing
Set up		
Call Center Services 24/7 for all Routine and Emergency Calls		
OMS & Set up	Included	
Training – (excludes travel which is billed at cost)	Included	
Billing		
Billing Software License (one Time)	$ 28,000	
Rates Set up - Water, Electric & Sewer	$ 10,000	
Statement Setup	Included	
Customer accounting, meter read review and upload, bill calculation, rate maintenance	Included	
Credit & Collections Processing - Active Accts	Included	
Courtesy Notifications	Included	
User License per Remote User -$1500 per User - One time (estimated 5; 3 included)	$ 3,000	
Client staff training	Included	
Excludes Meter Reading & all Field Services		
Bill Printing & Mailing (bill stock and printing)	Included	
Postage included at $.365	included	
CASS Certification	Included	
Bill Stuffers	at Cost	
Lockbox	$ 3,500	
Custom Programming - Cost + 9%	TBD	
Ongoing - Per Meter Per Month (electric, water, gas)		$ 1.57

FMPA member utilities can take the following services as stand-alone services as well. The delivery of these services are managed by ENCO and delivered by ENCO or as in the case of printing and mailing of utility bills, are delivered by our subcontractor / partner Municode from Tallahassee.

The payment processing services for mailed in payments will be delivered via our new offices in Florida.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Other Stand-Alone Services:

Stand Along Services - per Utility	
Stand Alone Bill Printing & Mailing	
Set up	$ 400
Monthly Base Charge	$ 500
Ongoing per Bill	
25,000 or greater	$ 0.105
15,000 to 24,999	$ 0.110
10,000 to 14,999	$ 0.115
5,000 to 9,999	$ 0.125
2,000 to 4,999	$ 0.135
0 to 1,999	$250 min. Flat Fee
Postage - at cost. Estimated average at $0.365 if CASS Certified and qualifying quantity. Mailing from our partner's facility in Tallahassee	$ 0.365
Stand Alone Lockbox Services for mailed in payments	
Set up	$ 3,500
Monthly Base Charge	$ 350
Ongoing per Payment	$ 0.35
Includes access to RemitWeb, training of your staff	
Processing at our facility in Florida	
Courtesy Notifications	
Set up	None
Monthly Base Charge	$ 150
Type of Alert	Per Alert
Email	$ 0.22
Text	$ 0.20
IVR Calls	$ 0.30

For all services offered, any integration with client utility's software or systems are billed at ENCO billable rates for ENCO labor and any subcontractor costs are bill at cost plus 9%.

Customer Services Billable Rates:

Title	Hourly Rate
Customer Services Project Mgr	$ 110.00
Data Programming	$ 175.00
Billing Software Programming	$ 225.00
IT Senior Technician	$ 85.00
Data Senior Technician	$ 65.00
Clerical	$ 25.00

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Florida consumer price index for that year.

Electric Distribution Engineering, Design, Construction, Operations and Maintenance Services

ENCO also offers complete electric distribution engineering, design, construction, operation and maintenance services at the following billable rates plus equipment cost and travel expenses, if any:

Title	Hourly Rate
Engineer	$ 84.50
Service Planner	$ 58.00
Operations Mgr	$ 110.00
General Foreman	$ 78.00
Foreman	$ 72.00
Lineman	$ 67.00
Groundman	$ 46.50
Project Coordinator	$ 60.00
Facility Locator	$ 54.00
Mapping Coordinator	$ 40.00

Hourly rates may be adjusted annually. Such annual adjustments shall not reflect a greater increase than the Florida consumer price index for that year.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

TO: FMPA Members

FROM: Sharon Samuels

DATE: August 30, 2022

SUBJECT: Award Status - Utility Call Center Support Services (RFP# 2018-214)

****

ENCO Utility Services (the awarded bidder) notified FMPA that unprecedented circumstances in the market is impacting their raw materials. They reported that shortages and the cost of materials and supplies have increased significantly beyond their standard costs escalator of 3%. ENCO reported a 56% increase on paper alone; with paper products representing 37% of total cost.

The services impacted by the cost increase are utility billing, bill printing, and mail services. ENCO requested a 14.2% increase for 2022 and then their standard 3% in the future. To address supply shortages, ENCO also requested approval of material substitution when standard materials are unavailable. ENCO will invoice the Participating Members for the increased cost, during these instances.

Following review of ENCO's submitted documentation, the Participating Members have agreed to accept the price increase for utility billing, bill printing, mail services; and the allowance of substitute materials affecting these same service areas.

All other aspects of the RFP and agreement remain the same.

Please feel free to contact me with any questions.

DocuSign Envelope ID: 916C0D14-C6E7-467C-9FA6-B583C49A26E7

Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

March 29, 2023

To: FMPA Members

From: Sharon Samuels

Re: Utility Call Center Support Services Award Extension – RFP# 2018-214

****

The FMPA Utility Call Center Support Services Award is scheduled to expire August 2023.

The Participating Members and the awarded vendor, ENCO Utility Services has mutually agreed to extend the award for an additional year.

In accordance with Section 4j of the RFP document, Pricing, ENCO Utility Services will implement a 3% pricing increase per their proposal.

This extension will expire on August 10, 2024. Should you have any concerns or questions regarding this extension, please feel free to contact me.

cc: Awarded Bidder