AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, January 22, 2025
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Lead Pastor Mike Ennis with Westside Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Village of the Arts 25th Anniversary Celebration Year
Village of the Arts 25th Anniversary Celebration Year Proclamation

4. PRESENTATIONS

a) Administrative Services: Quarterly Employee Recognition
Quarterly Recognition Program

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) City Administration: Freebee Charging Stations in the City Centre Parking Garage
b) City Administration: Resolution 25-20 - Revised Code of Conduct Policy
Resolution 25-20
c) City Administration: Resolution 25-22 - Audio Recording Policy
Resolution 25-22
d) Clerk: Minutes from the November 6, 2024 City Council Meeting
11-6-2024 City Council Meeting Minutes
e) Event Review Committee: Back to Angola Festival
Application and Site Plan
f) Event Review Committee: Bradenton Alive 4th of July Celebration
Application and Site Plan
g) Event Review Committee: Bradenton Alive St. Patrick's Day Celebration

Application and Site Plan

h) Event Review Committee: Lucky Ducky Race for Pace
Application and Site Plan
i) Legislative: Resolution 25-21 - Merit Board Reappointment
Resolution 25-21 and Resume
j) Police: Pedestrian and Bicycle Safety High Visibility Enforcement (HVE) Program
HVE Grant
k) Police: Safer Streets Driving Under the Influence (DUI) Enforcement
Safer Streets DUI Enforcement Grant
l) Purchasing: Agreement PB-25-001NT with Target Specialty Products
PB-25-001NT with Target Specialty Products

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

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

a) City Administration: Emergency Procurement Report
b) Police: School Zone Speed Camera Annual Report
Speed Camera Annual Report

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their

name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

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

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

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

AT COUNCIL MEETING:

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

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

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the

podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

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

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

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

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

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Village of the Arts 25th Anniversary Celebration Year

SUGGESTED ACTION: None

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A proclamation honoring the upcoming 25th year anniversary of the Village of the Arts.

ATTACHMENTS:
Village of the Arts 25th Anniversary Celebration Year Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Village of the Arts
25th Anniversary Celebration Year
2025

Whereas, the City of Bradenton and the Downtown Development Authority had a collective vision to help revitalize a historic neighborhood for local artists to work and live; and

Whereas, the City rezoned several blocks to encourage artists to relocate just south of the downtown area. Interested artists formed a nonprofit organization in 1999 called The Artists Guild of Manatee. The Guild was instrumental in selecting Village of the Arts as the name for their new locale.

Whereas, the Village of the Arts held their official grand opening on January 13, 2001, and featured eight businesses; and

Whereas, today, the Village of the Arts is currently home to 40 businesses and has been a model for other communities seeking to attract artists and revitalize neighborhoods; and

Whereas, the Village is dedicated to their community and hosts Artwalks on the first Friday and Saturday of month, community Trick-or-Treat, the Festival of the Skeletons and the Cigar Box Festival; and

Whereas, the Artists Guild continues to partner with numerous nonprofits including United Way, Boys and Girls Clubs, Manatee County School District, Centerstone, Humane Society of Manatee County and ArtCenter Manatee.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim the year of 2025 as ***Village of the Arts 25th Anniversary Celebration Year,*** and urges all citizens to visit, enjoy the amenities and help the Village celebrate on this very special anniversary.

Gene Brown
Mayor
January 22, 2025

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Nilsa Taylor, Administrative Services

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Quarterly Employee Recognition

SUGGESTED ACTION: Recognize employee(s) who embody the mission and values of the City of Bradenton.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Quarterly Recognition Program is designed to recognize employee(s) and/or team(s) that demonstrate outstanding service to the City of Bradenton, our citizens, and co-workers. It is intended to show appreciation and support for the work they do and encourage them to strive for growth and exceptional service for the betterment of the City and the citizens we serve. Nominations were evaluated, reviewed by City Administration and Human Resources based on accomplishments that resulted in one or more of the following: going above and beyond the service level, distinguished achievement, exceptional customer service, outstanding support to another department, significant act bringing credit to the City, exemplary leadership, teamwork and commitment, positive attitude and role model, identified process improvements, creativity in new and innovative work processes.

FINANCIAL IMPACT:
$25,000 to $30,000 funded from the Wellness Fund.

ATTACHMENTS:
Quarterly Recognition Program

Quarterly Recognition Program

The Quarterly Recognition Program is designed to recognize employee(s) and/or team(s) that demonstrate outstanding service to the City of Bradenton, our citizens, and co-workers. It is intended to show our appreciation and support for the work they do and encourage them to strive for growth and exceptional service for the betterment of the City and the citizens we serve. Recognizing and incentivizing the daily roles by encouraging superior employee performance and innovation, this program will serve to create a culture of mutual respect, boost morale, and reward employee(s) and team(s) that exceeds normal day-to-day expectations. Furthermore, this program will recognize groups of employees who served as a team or cross-functional team and embody the mission and values of their respective departments and City of Bradenton.

Quarterly Selection:
Outstanding employee(s) and/or team(s), etc. will be selected based on recommendations from supervisors and teammates to Department Heads. Department Heads will select their top nomination for the quarter and submit their selection on the appropriate form to Human Resources. Nominations will then be evaluated and chosen by the City Administrator and Mayor or another selected designee.
Employees may be nominated for accomplishments that result in:

1. Execution of the duties of the position far beyond the service level commonly expected by the employee's supervisor; or
2. A distinguished accomplishment or achievement that is significant in scope, effort, or impact on governmental operations or service to citizens; or
3. Consistent exceptional customer support and service; or
4. Outstanding support to another department; or
5. Significant act which brings credit upon the City and its work force; or
6. Significant progress in achieving city goals; or
7. Exhibiting exemplary and consistent leadership, team work and commitment; or
8. Has a positive attitude toward work responsibilities, co-workers, and customers, and also serves as a role model for others.
9. Identifying a process improvement or improvements in services provided to the public; or
10. Creativity in new and innovative work processes, methods, and/or procedures

Nomination Period and Process:
Employee(s) and Team(s) can be nominated each quarter of each year:
1st quarter: January 1 – March 31
2nd quarter: April 1 – June 30
3rd quarter: July 1 – September 30
4th quarter: October 1 – December 31

All supervisors are encouraged to recommend their employees; however, an employee or team may also be recommended for the award by another co-worker. Recommendations should be turned into the Department Heads to complete a "Quarterly Nomination Form". The form must be sent by email to Human Resources by the 20th of the following closing quarter month. Incomplete nominations, or nominations without the proper form will not be accepted. The person(s) making their nomination must include their contact information and provide a written description of the action, benefit, or contribution of the employee(s) or team(s).

Award:
Employee of the quarter will receive the following:

1. Recognition at next regularly scheduled City Council meeting.
2. $100 Prize for each employee/team member (The IRS considers incentives taxable income so the monetary rewards will be taxed accordingly)
3. One Appreciation Day will be added to an employee's time-off accruals at the next scheduled pay day and must be used within six (6) months.
4. Social Recognition (highlighted on City Social Media accounts and City newsletter)

Eligibility:
All full-time and part-time employees of the City of Bradenton are eligible for this award if they have successfully completed their introductory period. All team members and employees should be in good standings and will be reviewed for attendance and performance records. Employees may not be chosen more than once in a twelve (12) month period.

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Freebee Charging Stations in the City Centre Parking Garage

SUGGESTED ACTION: None

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The CRA is working with the City of Palmetto and Freebee to offer car service between Bradenton and Palmetto. Freebee has requested to expand their electric vehicle charging stations to add three new spots in the City Centre Parking Garage.

FINANCIAL IMPACT:
None to the City or CRA. Freebee will absorb any costs associated with adding three new charging stations.

SUGGESTED MOTION:
Motion to allow Freebee to install three new electric vehicle charging stations in the City Centre Parking Garage.

ATTACHMENTS:

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-20 - Revised Code of Conduct Policy

SUGGESTED ACTION: Approve Resolution 25-20 - Revised Code of Conduct Policy

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's Charter and Code of Ordinances establish the rules and order of business for the City's elected officials. Resolution 13-08 established a Code of Conduct Policy for the City's elected officials. Resolution 21-02 revised the Code of Conduct Policy.

At this time City Council desires to amend the policy to reflect changes to the Code of Conduct for the City's elected officials, including the addition of references to the Chief Operating Officer and the City's Visual Identity and Branding Policy.

The Policy has also been revised to conform to the Policy Template used by the City.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:

Motion to approve Resolution 25-20.

ATTACHMENTS:
Resolution 25-20

RESOLUTION NO. 25-20

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE REVISED CODE OF CONDUCT FOR ELECTED OFFICIALS POLICY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bradenton City Council is the duly elected governing body for the City of Bradenton (the "City"); and

WHEREAS, the City's Charter and Code of Ordinances establish the rules and order of business for the City's elected officials; and

WHEREAS, per Resolution 13-08 there exists the Code of Conduct for the City's elected officials; and

WHEREAS, Resolution 21-02 revised the Code of Conduct for the City's elected officials; and

WHEREAS, City Council desires to amend the policy to reflect changes to the Code of Conduct for the City's Elected Officials, including the addition of references to the Chief Operating Officer and the City's Visual Identity and Branding Policy.

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

1. The City Council declares that the policy set forth, attached hereto, is applicable to the City's Elected Officials.
2. Every January, on an annual basis and until revised or rescinded, this policy shall be distributed to each Elected Official for review and signature.
3. Said Policy consists of 13 pages and is attached to and a part of this resolution.
4. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.
5. This Resolution and revised policy shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22ND DAY OF JANUARY 2025.

_____
Tamara Melton, City Clerk

_____
Gene Brown, Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

CITY OF BRADENTON CODE OF CONDUCT FOR ELECTED OFFICIALS POLICY

Approved by City Council – Resolution 25-20 dated January 22, 2025

PURPOSE: The City Council is the duly elected governing body for the City of Bradenton. The purpose of this policy is to establish the rules and order of business for the City's elected officials.

OVERVIEW: The City's Charter provided information on the roles and responsibilities of City Council members, the Vice Mayor and Mayor. Chapter 112, Part III of the Florida Statutes addresses the Florida Code of Ethics for Public Officers and Employees. The City's Code of Ordinances summarizes and memorializes the City's local laws.

As a supplement to the above-mentioned guidelines, this policy has been drafted to serve as the Code of Conduct for Bradenton's elected officials. This Code of Conduct is designed to set forth the manner in which elected officials should treat one another, City staff, constituents, and others they come into contact with while representing the City of Bradenton. It reflects the ideals of the Mayor and City Council, defining more clearly the behavior, manners, and courtesies that are suitable for various occasions.

The consistent theme through these guidelines involves 'dignity' and 'respect'. Elected officials experience stress in making decisions that impact the lives of the citizens. At times, the impacts to an entire community must be weighed against the impact to only a few. Despite these pressures, elected officials are called upon to exhibit appropriate behavior at all times. Demonstrating respect for everyone through words and actions is the touchstone that can help guide elected officials to do the right thing in even the most difficult situations.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to conduct of elected officials.

ROLES & RESPONSIBILITIES:

The City of Bradenton Charter was updated via November, 2020 referenda. The following information highlights some of the responsibilities referred to in the City of Bradenton's Charter and Code of Ordinances. This is not an all-inclusive list; these documents should be referred to for details.

Mayor

Charter – Section 4

- See that all ordinances of the city are faithfully executed
- Appoint a Chief of Police with the consent of the City Council
- Organize and appoint additional police force as stipulated in Section 4

Charter – Section 5

- General supervision over all City officers ('Officers' are defined in Section 3 as

Mayor/Council, Secretary, Chief of Police, City Clerk)

- Report to City Council all violations or neglect of duty on the part of any city official that may come to his/her knowledge

Charter – Section 8

- Serve as ex officio president of the council and preside at Council meetings
- Vote in the event of a tie, but not otherwise
- Appoint all committees
- Further powers as may be prescribed by ordinance

Charter – Section 10

- Ability to approve or disapprove of all ordinances passed by City Council

Code – Section 2-163

- With consent of City Council shall appoint the Merit Personnel Board

Code – Section 2-236

- Sign all contracts and deeds made by and in the name of the City, to be attested by the City Clerk

Vice Mayor

Charter – Section 8

- Selected by City Council as soon after assuming their duties as practicable
- Perform the duties of the Mayor in his/her temporary absence or disability with exception of veto power and power to break ties after a Council vote, and maintaining the right to vote as a Council member
- In case of death, removal or resignation of Mayor or vacancy of this position, shall assume the office of Mayor until the next election
- Further powers as may be prescribed by ordinance

Code – Section 2-236

- In absence of Mayor shall sign all contracts and deeds made by and in the name of the City, to be attested by the City Clerk

Councilmembers

Charter – Section 3A

- Upon a 'yes' vote by the majority of the qualified electors of the City, granted authority to create the office of City Manager so that city will be in the form of a mayor-council-city manager type of government

Charter – Section 6

- Power to alter or change ward divisions except 60 days prior to any general election

Charter – Section 8

- As soon after assuming their duties as practicable, shall assemble and elect one of their number as Vice Mayor

Charter – Section 9

- If any vacancy occurs in the membership of the Council, except as a result of a recall election, City Council shall appoint an eligible person to fill the same until the next general municipal election and said appointment shall be for the unexpired term.

Charter – Section 11

- The City Clerk shall be elected by and hold office at the will of a majority vote of the City Council.

Charter – Section 12

- Council may provide for the appointment of a Board of Adjustment with duties as defined in Section 12

Code – Section 2-141

- In addition to offices created by charter, City Council may establish such departments in the City as seem necessary and may employ any persons as seem necessary. Such departments and employees shall perform duties and receive compensation as prescribed by council.

In addition, City of Bradenton elected officials will:

- Fully participate in City Council meetings and other duly advertised public meetings while demonstrating dignity, respect, consideration, and courtesy to all.
- Prepare in advance of meetings and be familiar with issues on the agenda. Address clarifications prior to meeting with applicable staff.
- Be respectful of other people's time. Stay focused and act efficiently during Council meetings or other City-related meetings.
- Serve as a model of leadership and civility to the citizens of the City.
- Inspire public confidence in the City of Bradenton's governmental operations.
- Provide contact information to the City Clerk in case an emergency or an urgent situation arises while the official is otherwise not available.
- Demonstrate honesty and integrity in every action and statement.

Other resources that may be helpful in defining roles and responsibilities of elected officials may be found in the City of Bradenton Code of Ordinances, Chapter 112 of the Florida State Statutes, the "Florida Municipal Officials" Manual (published by the Florida League of Cities), and the State of Florida's "Government in the Sunshine" manual, prepared by the Office of the Attorney General, which outlines the state's public record and open meeting laws.

CITY OF BRADENTON CODE OF CONDUCT FOR ELECTED OFFICIALS POLICY

POLICIES AND PROTOCOL RELATED TO CONDUCT:

Ceremonial Events – The Mayor will serve as the designated City representative at ceremonial events.

Correspondence Signatures – Council members do not need to acknowledge the receipt of correspondence, or copies of correspondence, during council meetings. City staff will prepare official letters in response to public inquiries and concerns. These documents, once approved by Council, will carry the signature of the Mayor or appropriate City staff.

Endorsement of Candidates – Elected officials have the right to endorse candidates for all Council seats or other elected offices. It is inappropriate to mention endorsements during Council meetings or other official City meetings or functions.

Intergovernmental Relations – The City values intergovernmental relations with neighboring cities, counties, and other governmental entities. As a result, elected officials should make a concerted effort to attend scheduled meetings with other entities to further promote intergovernmental relations.

Legislative Process - The City follows a simplified version of Robert's Rules of Order for meeting management. The City Attorney attends meetings of the City Council to ensure proper protocol is followed.

Public Meeting / Hearing Protocol - The Mayor will open public meetings following the agenda prepared for City Council meetings. The Mayor has the responsibility to run an efficient public meeting. It is expected that all active participants will silence their cell phones and personal devices during the meetings in order to give each topic their full attention, unless such devices are actively being used as a part of the meeting. Council members should withhold comment during the public hearing portions of the meeting until the conclusion of the public's presentation(s). Council should refrain from arguing or debating with presenters during a public hearing and shall always show respect for different points of view.

Travel Expenses - Occasionally City of Bradenton elected officials may be required to travel to perform City duties, or to attend professional meetings. According to the City's *General*

Travel Policy the City's Code of Ordinances Section 2-181, Florida Statutes 112.061, Florida Administrative Code 691-42, City of Bradenton Employee Handbook, and the Internal Revenue Service regulate how the City is to pay and account for travel expenses of both employees and elected officials. The City shall pay reasonable expenses for registration fees, lodging, meals, transportation, and allowable miscellaneous expenses for Council only (Council members are responsible for spouse or other travelling companions). The City will also pay mileage for attendance at meetings held outside Manatee County (subject to extenuating circumstances as determined by the City Administrator). All travel expenses must be submitted using the City's Travel Expense Report and will be processed in the same manner and consistent with the provisions of the *General Travel Policy*, with reimbursement rates established by City resolution.

CONDUCT WITH ONE ANOTHER

City Councils are, by nature, composed of individuals with a wide variety of backgrounds, personalities, values, opinions, and goals. Despite this diversity, all have chosen to serve in public office in order to preserve, protect and enhance the present and the futures of their cities. In all cases, this common goal should be acknowledged even as the City's elected officials may "agree to disagree" on contentious issues.

In Public Meetings *…*

Practice civility, professionalism, and decorum in discussions and debate - Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of a free democracy in action. However, this does not sanction belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments. No shouting or physical actions that could be construed as threatening will be tolerated. Elected officials should conduct themselves in a professional manner at all times, leading by example.

Respect the role of the Mayor in maintaining order - It is the responsibility of the Mayor to keep the comments of all persons including, but not limited to Council members, on track during public meetings. Council should respect efforts by the Mayor to focus discussions on current agenda items. The Mayor should make every effort to ensure that Council has reasonable/equitable time for discussion. Any objections as to allotted time should be voiced politely and within reason.

Demonstrate effective problem-solving approaches – Elected officials have a public stage to show how individuals with disparate points of view can find common ground and seek compromise that benefits the community as a whole.

Be punctual and keep comments relative to topics discussed – City Council members have made a commitment to attend meetings and partake in discussions. Therefore, it is important that they be punctual and that meetings start on time. It is equally important that discussions be relative to the topic at hand to allow adequate time to fully discuss scheduled items.

In Unofficial Settings …

Continue respectful behavior in private - The same level of respect and consideration of differing points of view that is deemed appropriate for public discussions should be maintained in private conversations.

Be aware of the potential lack of security of written notes, voice and text messages, and email - Technology allows words written and/or said without much forethought to be distributed wide and far. Public records laws mandate that any material made or received by an agency in connection with official business to be used to perpetuate, communicate or formalize knowledge is a public record and, unless exempt, must be turned over to someone requesting to see that material. Before you create a document ask yourself: Would you feel comfortable having this note sent to others? How would you feel if this voicemail message was played on a speakerphone in a full office? What would happen if this email message was forwarded to others? Written notes, voicemail messages, and email related to City business are public communications subject to disclosure, no matter the device upon which they are created.

Even private conversations can have a public presence - Elected officials are always on display – their actions, mannerisms, and language may be monitored by people around them that they may not know. It is an unfortunate fact that lunch table conversations may be eavesdropped upon, parking lot debates may be watched, and casual comments between individuals before and after public meetings may be noted.

CONDUCT WITH CITY STAFF

Governance of a city relies on the cooperative efforts of elected officials who set policy, and city staff members who implement and administer their policies. Therefore, every effort should be made to be cooperative and show mutual respect for the contributions made by each individual for the good of the city.

Treat all staff as professionals - Clear, honest communication that respects the abilities, experience, and dignity of each individual is expected. Poor behavior toward staff is not acceptable.

Limit contact to specified city staff - Questions of City staff and/or requests for additional background information should be directed to the City Administrator, Chief Operating Officer, City Attorney, or individual Department Heads.

Requests for follow-up or directions to staff should be made through the City Administrator, Chief Operating Officer, or the City Attorney as appropriate. When in doubt about the appropriateness of staff contact, elected officials should ask the City Administrator for direction. Materials supplied to an elected official in response to a request may be made available to all officials so that all have equal access to information.

Do not disrupt City staff from their jobs – Staff wants to be accessible to elected officials, but officials should avoid disrupting City staff while they are in meetings, on the phone, or engrossed in performing their job functions.

Never publicly criticize an individual employee – Elected officials should never express concerns about the performance of a City employee in public, or to the employee directly. Comments about staff performance should be made to the employee's Department Head, Chief Operating Officer, or to the City Administrator.

Do not get involved in administrative functions – Elected officials must not attempt to influence City staff on the making of appointments, administrative awarding of contracts, selecting of consultants, processing of development applications, or granting of City licenses and permits unless these matters (as required by code) are presented to council in a formal setting.

Check with City staff on correspondence before taking action - Before sending correspondence, elected officials should check with the City Administrator or Chief Operating Officer to see if an official City response has already been sent or is in progress.

Do not attend staff meetings (with or without public) unless requested by staff or City Council - Even if an elected official does not say anything, his/her presence may imply support, show partiality, intimidate staff, or hamper staff's ability to do their job objectively. In addition, meetings attended by two or more elected officials must be officially noticed to the public at least 24 hours prior to the meeting.

Limit requests for staff support - Even in high priority or emergency situations, requests for additional staff support should be made to the City Administrator or Chief Operating Officer who are responsible for allocating City resources in order to maintain a professional, well-run City government.

Do not solicit political support from staff – Elected officials should not solicit any type of political support (financial contributions, display of poster or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

CONDUCT WITH THE PUBLIC

In Public Meetings …

Making the public feel welcome is an important part of the democratic process. No signs of partiality, prejudice or disrespect should be evident on the part of individual elected officials toward an individual participating in a public forum. Every effort should be made to be fair and impartial in listening to public testimony.

Be welcoming to speakers and treat them with care - Speaking in front of City Council can be a difficult experience for some people. Some issues the Council undertakes may affect people's daily lives and homes. Some decisions are emotional. The way that elected officials treat people during public hearings can do a lot to make them relax, or to push their emotions to a higher level of intensity.

Be fair and equitable in allocating public hearing time to individual speakers - The Mayor, in accordance with the "Rules of Procedure for Agenda and Public Appearances Before City Council," will determine and announce limits on speakers at the start of the public hearing process. Generally, each speaker will be allocated three minutes, with applicants and appellants or their designated representatives allowed more time. If many speakers are anticipated, the Mayor may shorten the time limit and/or ask speakers to limit themselves to new information and points of view not already covered by previous speakers. No speaker will be turned away unless he or she exhibits inappropriate behavior. Each speaker may only speak once during the public comment unless City Council requests additional clarification. After the close of any public comment item, no more public testimony will be accepted unless the Mayor reopens the public hearing for a limited and specific purpose.

Give the appearance of active listening - It is disconcerting to speakers to have elected officials not look at them when they are speaking. It is fine to look down at documents or to make notes, but reading for a long period of time, paying attention to your cell phone or computer monitor, gazing around the room or getting up from your seat gives the appearance of disinterest. Be aware of facial expressions and body language (i.e. head and arm movements), especially those that could be interpreted as smirking, disbelief, anger or boredom.

Ask for clarification, but avoid debate and argument with the public - Only the Mayor – not individual Council members – can interrupt a speaker during a presentation. However, a Council member may ask the Mayor for a point of order if the speaker is off-topic or exhibiting behavior or language they find disturbing. If speakers become flustered or defensive, it is the responsibility of the Mayor to calm and focus the speaker and to maintain the order and decorum of the meeting. Questions by Council members should seek to clarify or expand information. It is never appropriate to belligerently challenge or belittle the speaker.

No personal attacks of any kind, under any circumstance.

Follow parliamentary procedure in conducting public meetings - The City Attorney serves as advisory parliamentarian for the City and is available to answer questions or interpret situations according to parliamentary procedures. Final rulings on parliamentary procedure are made by the Mayor, subject to the appeal of the full Council.

In Unofficial Settings …

Make no promise on behalf of the Council – Elected officials will frequently be asked to explain a Council action or to give their opinion about an issue as they meet and talk with constituents in the City. It is *appropriate* to give a brief overview of City policy and to refer to city staff for further information. It is *inappropriate* to overtly or implicitly promise council action, or to promise city staff will do something specific (i.e. fix a pothole, plant new flowers in the median, etc.).

Make no personal comments about other elected officials - It is acceptable to disagree publicly about an issue, but it is unacceptable to make derogatory comments about other elected officials, their opinions or actions.

Remember that despite its perceived physical size, Bradenton is a modestly sized city – Citizens are often unclear about the defined boundaries of the City in relation to its presence in Manatee County. Elected officials are being observed by the community every day that they serve in office. Their behaviors and comments serve as models for proper deportment by all citizens. Honesty and respect for the dignity of each individual should be reflected in every word and action taken by elected officials, 24 hours a day, seven days a week. It is a serious and continuous responsibility.

CONDUCT WITH OTHER PUBLIC AGENCIES

Be clear about representing the City or personal interests - If a City of Bradenton elected official appears before another governmental agency or organization to give a statement on an issue, the official must clearly state:

- Whether his/her statement reflects personal opinion or is the official stance of the City.
- Whether his/her opinion is the majority or minority opinion of the Council. Even if the elected official is representing his or her own personal opinions, remember that this still may reflect upon the City as an organization.
- If the elected official is representing the City, they must support and advocate the official City position on an issue, not a personal viewpoint.

- If the elected official is representing another organization whose position differs from the City, they should withdraw from voting on the issue if it significantly impacts or is detrimental to the City's interest. An elected official should be clear about which organizations they represent and inform their counterparts of their involvement.

Correspondence also should be equally clear about representation - City letterhead may be used when elected officials are representing the City and the City's official position. A copy of official correspondence should be given to the City Clerk to be filed as part of the public record. To avoid confusion regarding City Council's position, City letterhead should not be used for correspondence by elected officials representing a personal point of view, or a dissenting point of view from an official Council position. All correspondence must be consistent with the provisions of the *Identity and Visual Branding Guidelines Policy*.

CONDUCT WITH ADVISORY BOARDS

The City has established several advisory boards as a means of gathering more citizen input. Citizens who serve on advisory boards become more involved in government and serve as advisors to the City Council. They are a valuable resource to the City's leadership and should be treated with appreciation and respect.

If attending an advisory board's meeting, and you are not the liaison, be careful to only express personal opinions – Elected officials may attend any advisory board meeting, which are always open to any member of the public. Officials should be sensitive to the way their participation could be viewed as unfairly affecting the process. Any public comments by an elected official at an advisory board meeting should be clearly made as individual opinion and not a representation of the feelings of the City Council. Officials must be cognizant of the Sunshine Law which may preclude discussion by two or more members of Council regarding items they may take action on. An elected official's presence may affect the conduct of the advisory boards and limit their role and function.

Limit contact with advisory board members - It is inappropriate, and at times illegal, for a Council member to contact an advisory board member to lobby on behalf of an individual, business, or developer. Council members should contact staff in order to clarify a position taken by City advisory boards.

Remember that advisory boards serve City Council, not individual Council members – The Mayor appoints individuals to serve on advisory boards, subject to Council approval. It is the responsibility of advisory boards to follow policy established by the City Council. But advisory board members do not report to individual Council members, nor should Council members feel they have the power or right to threaten advisory board members with removal if they disagree about an issue. Appointment and re-appointment to an advisory board should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. An advisory board's appointment should not be used as a political "reward".

Be respectful of diverse opinions - A primary role of advisory boards is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Elected officials must be fair and respectful to any citizens serving on advisory boards.

Keep election issues away from public forums and advisory board meetings - While elected officials are free to participate in politics when not conducting official business, they should refrain from campaigning for office or providing political support (or non- support) for those who are running for any elected office (national, state or local) while conducting official duties or when attending advisory meetings.

Inappropriate behavior can lead to removal - Inappropriate behavior by an advisory board member should be brought to the attention of the Mayor. With the assistance of the City Attorney, the individual may be subject to removal from the advisory board. If the advisory board is not operating in accordance with City Council's direction, dissolution of the advisory board may be considered.

CONDUCT WITH THE MEDIA

Elected officials may be contacted by the media for background information and quotes. The City's Digital Media Marketing and Public Information Specialist is available to give assistance to all elected officials and employees prior to making media contact.

Give serious consideration before going "off the record" - Most members of the media represent the highest levels of journalistic integrity and ethics and can be trusted to keep their word. But one bad experience can be catastrophic. *Words that are not said cannot be quoted!*

Choose words carefully and cautiously - Comments taken out of context can cause problems. Be especially cautious with humor, sardonic asides, sarcasm, or word play. It is never appropriate to use personal slurs or swear words when talking with the media.

CITY OF BRADENTON

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; and

*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.

Upon adoption of this Code of Conduct Policy, following election to office and once a year thereafter, each elected official will confirm that they have received a copy of this Policy for their review and use.

_____ _____
Signature Date

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-22 - Audio Recording Policy

SUGGESTED ACTION: Approve and adopt Resolution 25-22 - Audio Recording Policy

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
It is important for the City of Bradenton to encourage workplace cohesiveness and trust among City employees in the workplace. The unconsented to recording of co-workers potentially inhibits the development of workplace cohesiveness and trust, and by extension, the effectiveness of City employees in performing job duties, because open, spontaneous, or honest verbal communication by an employee in the workplace may be discouraged by the employee's fear that his or her words are being recorded.

Inclusion of this Policy in the City's Employee Handbook will establish guidelines and standards to be followed by all City employees in the use of cell phones and other electronic devices to record verbal communications of other employees in the workplace.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Approved

SUGGESTED MOTION:
Motion to approve and adopt Resolution 25-22.

ATTACHMENTS:
Resolution 25-22

CITY OF BRADENTON
RESOLUTION NUMBER 25-22

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, MEMORIALIZING THE PURPOSE, POLICY AND PROCEDURES GOVERNING THE CITY OF BRADENTON AUDIO RECORDING POLICY FOR INCLUSION IN THE EMPLOYEE HANDBOOK; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is important for the City of Bradenton to encourage workplace cohesiveness and trust among City employees in the workplace; and

WHEREAS, the unconsented-to recording of co-workers potentially inhibits the development of workplace cohesiveness and trust, and by extension, the effectiveness of City employees in performing job duties, because open, spontaneous, or honest verbal communication by an employee in the workplace may be discouraged by the employee's fear that his or her words are being recorded; and

WHEREAS, the City Council desires to create a policy for inclusion in the City's Employee Handbook which establishes guidelines and standards to be followed by all City employees in the use of cell phones and other electronic devices to record verbal communications of other employees in the workplace.

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

1. The City of Bradenton hereby adopts the attached City of Bradenton Audio Recording Policy to be incorporated into and made part of the City's Employee Handbook.

2. Said Policy consists of 2 pages and is attached to and made a part of this Resolution.

3. Effective Date. This Resolution shall take effect immediately upon its adoption and shall repeal and replace all prior resolutions in conflict herewith.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF JANUARY, 2025.

ATTEST:

_____
TAMARA MELTON
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

5035661v1

CITY OF BRADENTON AUDIO RECORDING POLICY

Approved by City Council – Resolution 25-22 dated January 22, 2025

PURPOSE: The purpose of this policy is to provide guidance to City employees on the use of cell phones and other electronic devices to record verbal communications of other employees in the workplace.

OVERVIEW: The use of cell phones or other electronic devices to audio-record other employees in the workplace raises two important concerns. Most importantly, in Florida, the intentional audio recording of a person, without that person's consent, is illegal in most workplace settings and is punishable under criminal law. In addition, the unconsented-to audio recording of co-workers potentially inhibits the development of workplace cohesiveness and trust, and by extension the effectiveness of City employees in performing job duties, because open, spontaneous, or honest verbal communication by an employee in the workplace may be discouraged by the employee's fear that his or her words are being recorded.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the use of cell phones and other electronic devices to record verbal communications of other employees in the workplace.

POLICY:

C. POLICY

1. Personal Devices. Unless all parties to the communication have consented to audio recording, employees are prohibited from directly or indirectly intentionally using personal cell phones or other personal electronic or recording devices with an audio recording capability to record audio communications of other City employees in the workplace. For purposes of this policy, an "audio communication in the workplace" shall mean an audio communication made on City property during the working time of any party to the communication. It also shall mean an audio communication in a City vehicle, or when any of the parties to the communication is conducting City business.

2. City-Owned Devices and Equipment. In addition, employees may not intentionally directly or indirectly use City-owned cell phones and other electronic equipment to record other employees' audio communications in the workplace. This prohibition on using City-owned devices and equipment, however, shall have the following exceptions:

- **Public Safety.** City public safety personnel may record audio of co-workers during the ordinary performance of lawful duties, for example a recording made by a law enforcement officer's body camera during a traffic stop or other interaction, or a 911

dispatcher's recording of an emergency call, or any other audio recording made during any other investigative, law enforcement, or public safety practice identified as lawful by the text of § 934.03, Fla. Stat.

- **Public Events.** Audio may be recorded by City employees on City-owned devices and equipment during a City event open to members of the general public, such as a City Council meeting, where the recording device or equipment is in plain sight and where the employee being recorded reasonably can be deemed to have consented by reason of his or her voluntary participation.

- **Public Communications; Recordkeeping.** Employees with public communications, public relations, recordkeeping, or related job responsibilities may record oral communications of co-workers on City equipment as part of a City broadcast or internet presentation intended to be accessible by members of the public, for example a radio broadcast, a public television broadcast on the Manatee County government access channel, or a live-stream over the internet in which another employee is speaking.

- **Express or Implied Consent.** Audio may be recorded by City employees on City devices or equipment with the express consent of all parties to the communication, or in any other setting where (a) the employee(s) speaking have a diminished expectation of privacy, (b) the recording device or equipment is clearly visible, and (c) consent to recording reasonably may be implied.

D. DISCIPLINARY CONSEQUENCES.

Violation of this policy will result in corrective action up to and including termination of employment.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the November 6, 2024 City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to approve the minutes from the November 6, 2024 City Council meeting.

ATTACHMENTS:
11-6-2024 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES

November 6, 2024
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, November 6, 2024.

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

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

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

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

PROCLAMATIONS:

a) Legislative: Farm City Week

Patty Keen-Freed accepted the proclamation and announced the theme for the 2024 Farm-City Week was "Our Community Counts on Our Farmers". She then shared events that would take place in the community to celebrate Farm-City Week.

b) Legislative: Register Your Emergency Contact Information Week

Christine Olson presented a video regarding the To Inform Families First (TIFF) Initiative. After sharing the story regarding losing her daughter in a motorcycle accident, Ms. Olson urged everyone to register their contact information so families could be notified of accidents in a timely manner. Manatee County Sheriff Rick Wells spoke highly of the program and Ms. Olson.

PRESENTATIONS:

Tim Geer, Fire Chief accepted the contribution of eleven defibrillators from cardiac arrest survivor, Ernie Withers.

CITIZEN COMMENT:

Kurt Landefeld, 3993 Lakewood Avenue, congratulated to Mayor Brown, Councilwoman Coachman, and Councilwoman Kocher on their election victories.

CONSENT AGENDA:

a) Administrative Services: Resolution Number 24-41 - Pinnacle Group Bid Approval for State Housing Initiatives Partnership (SHIP) Housing Rehab Project
b) Administrative Services: Resolution 24-54 - CDBG 2023-2024 Consolidated Annual Performance Evaluation Report (CAPER)
c) City Administration: Amendment to Sarasota Bay National Estuary Program Interlocal Agreement
d) City Administration: 2025 City of Bradenton Official Calendar
e) City Administration: Public Safety Operations Center (PSOC)/Forward Operating Base (FOB) Grant Acceptance from the Department of Justice (DOJ)
f) City Administration: Resolution 24-93 - Health Insurance Stipend Policy Revision
g) City Administration: Resolution 24-103 - Bradenton Community Gardens Program Membership Agreement Revision
h) Clerk: Minutes from the August 14, 2024 City Council Meeting
i) Clerk: Minutes from the August 28, 2024 City Council Meeting
j) Clerk: Minutes from the September 11, 2024 Budget Hearing
k) Clerk: Minutes from the September 11, 2024 City Council Meeting
l) Clerk: Minutes from the September 24, 2024 City Council Emergency Meeting
m) Clerk: Minutes from the September 25, 2024 Budget Hearing
n) Clerk: Minutes from the October 1, 2024 City Council Emergency Meeting
o) Clerk: Minutes from the October 5, 2024 City Council Emergency Meeting
p) Clerk: Minutes from the October 18, 2024 City Council Special Meeting
q) Event Review Committee: Bradenton Alive Friendly City Music Festival
r) Event Review Committee: Bradenton Alive New Year's Eve Celebration
s) Legislative: Resolution 24-100 - Affordable Housing Advisory Committee Appointment
t) Planning & Community Development: Comprehensive Plan Analysis Letter
u) Planning & Community Development: Golden Meadows Final Plat (f.k.a. Jordan Creek West).
v) Police: Agreement with Florida High School for Accelerated Learning for School Resource Officer (SRO) Services
w) Police: Budget Adjustment BA24-14
x) Police: Real Time Crime Center Grant Acceptance from the Department of Justice (DOJ)
y) Public Works & Utilities: FDEP Adaptation Plan Grant Agreement
z) Public Works & Utilities: Lift Station 4 Repair and Rehabilitation
aa) Public Works & Utilities: Manhole Lining Work Assignment in the LS14 Sewershed
ab) Public Works & Utilities: Pipe Lining Work Assignment in the LS21F Water Shed
ac) Public Works & Utilities: Pipe Lining Work Assignment in the LS23Sewershed
ad) Public Works & Utilities: Underground Distribution Facilities Installation Agreement with Florida Power & Light (FPL) for Fire Station 2
ae) Public Works & Utilities: Water Reclamation Facility Clarifier Construction Change Order (CO) No. 01
af) Purchasing: Agreement PB-24-029NT with EWT Holdings III Corp. d/b/a Evoqua Water Technologies, LLC
ag) Purchasing: Agreement PB-24-030MK with Odyssey Manufacturing Co.
ah) Purchasing: Agreement PB-24-034NT with Premier Magnesia, LLC.
ai) Purchasing: Contract for Demolition of Public Works and Associated Structures
aj) Purchasing: Contract for State Lobbying Services with Ballard Partners, Inc.
ak) Purchasing: Contract for State Lobbying Services with The Southern Group of Florida, Inc.
al) Purchasing: First Extension of RFP #23-009EJ with Matrix Consulting Group, LTD.
am) Purchasing: Master Service Agreement (MSA) with OpenGov, Inc.
an) Purchasing: Recommendation for Award for RFP-24-028MK Subrogation Recovery Services

Staff pulled Item q because the event was cancelled.

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEMS F, H, AJ, AK was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

As it related to Item F, Councilman Cramer inquired about benefit payments and Rob Perry, City Administrator, stated the payments would be collected monthly from via ACH payment.

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

As it related to Item H, Councilwoman Gonzalez Moore noted a misspelling in the minutes and asked for a correction.

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

Councilwoman Gonzalez Moore, said she had a good experience working with The Southern Group, however, felt it would be beneficial for Council to discuss legislative priorities. Councilwoman Coachman recommended meeting with the lobbyists periodically to ascertain their priorities.

MOTION TO APPROVE ITEMS AJ AND AK was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24- 76 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.3129 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR THE PROPERTY LOCATED AT 417 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3296100005), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

b) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24- 77 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.3621 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR THE PROPERTY LOCATED AT 419 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID 3296100005), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

c) Planning & Community Development: **QUASI-JUDICIAL:** RESOLUTION 24- 78 - PUBLIC HEARING

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT NO. SU.24.3622 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTIES LOCATED AT 421-435 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID

NOS 3296900008 and 3297200002), IN THE T5 URBAN CENTER TRANSECT ZONING DISTRICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Greg DeLong, Planning and Community Development Assistant Director, explained that all three applications operate sidewalk cafes that are permitted by City code, however, when serving alcohol a special permit was needed.

Mike Carter, applicant, explained that he worked with staff to provide the most thorough application for the properties located at 417 to 435 12th Street West. He requested that Council make an exception to allow that a few tables be left outside overnight. He said the tables would be corralled and secured each night. Additionally, he asked that an exception be made so that O'Bricks Irish Pub and Martini Bar could have 50 seats outside rather than the 20 that the City currently permits.

Mr. DeLong gave a presentation about the three properties. He explained that the Planning Commission voted unanimously for approval of Resolution 24-76 with the recommended stipulations; voted unanimously for approval of Resolution 24-77 with the recommended stipulations; and approval of Resolution 24-77 with a vote of 4-1 with the recommended stipulations.

Councilwoman Gonzalez Moore announced that she had a family member that was employed by the applicant and asked Scott Rudacille, City Attorney, if she should abstain from voting. Attorney Rudacille recommended that she refrain from voting on the three resolutions.

The public hearing was opened for anyone that wished to speak and no one came forward. The public hearing was closed.

MOTION TO APPROVE RESOLUTION 24-76 WITH ALL STIPULATIONS NOTED was made by Councilman Cramer and seconded by Vice Mayor Barnebey. The motion passed 4-0. Councilwoman Gonzalez Moore abstained because of a possible conflict.

MOTION TO APPROVE RESOLUTION 24-77 WITH ALL STIPULATIONS NOTED was made by Councilman Cramer and seconded by Vice Mayor Barnebey. The motion passed 4-0. Councilwoman Gonzalez Moore abstained because of a possible conflict.

MOTION TO APPROVE RESOLUTION 24-78 WITH ALL STIPULATIONS NOTED was made by Councilman Cramer and seconded by Vice Mayor Barnebey. Councilwoman Gonzalez Moore abstained because of a possible conflict.

d) Planning & Community Development: **QUASI-JUDICIAL:** FINAL ORDER 24- 97, CASE AD.24.3736 - PUBLIC HEARING

FINAL ORDER OF THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, APPROVING FORM BASED CODE ADJUSTMENT NO. AD.24.3736 TO ALLOW A 8-FOOT-HIGH FENCE THAT INCLUDES ANTI CLIMB OUTRIGGERS WITH 3 STRAND BARBED WIRE TO BE LOCATED ALONG A PORTION OF THE WESTERN FRONTAGE OF 21ST STREET EAST AND A PORTION OF THE SOUTHERN FRONTAGE OF 13TH AVENUE EAST; FOR PROPERTY LOCATED AT 2100 13TH AVENUE EAST, BRADENTON, FLORIDA, 34208 (PARCEL ID 1360500209), AS MORE PARTICULARY DESCRIBED HEREIN.

Monica Friedl, City Planner, explained that the applicant requested approval to construct a new 8’ high fence surrounding the Florida National Guard Armory located at 2100 13th Avenue East. She said the

proposed fence would include 7' of black coated vinyl chain link with an additional 1' on top consisting of barbed wire.

Crystal Shey, Department of Military Affairs, explained the National Guard received specific funding to harden the facility to install the required federal fencing in the front of the facility.

Councilwoman Kocher voiced concerns with installing barbed wire fencing in a residential neighborhood and Ms. Shey explained that barbed wire was a federal requirement to harden the perimeter.

Ms. Friedl explained the proposed fence meets minimum Army regulation requirements ensuring physical security measures by protecting high-value physical capital and human resources while satisfying vulnerability assessment requirements.

Ms. Friedl gave a presentation on the request and concluded that the Planning Commission unanimously recommended approval with the recommended stipulations.

The public hearing was opened for anyone that wished to speak and no one came forward. The public hearing was closed.

MOTION TO APPROVE RESOLUTION 24-97 was made by Councilman Cramer and seconded by Councilwoman Coachman.

Councilwoman Kocher requested that the applicant install the black vinyl fencing around the whole property instead of just in the front. Ms. Shey said they did not have the funding to install the black vinyl around the whole property, however, said when the galvanized chain link fence would need replacing, they would install the black vinyl. The motion passed 5-0.

The meeting was recessed at 10:10 a.m. and reconvened at 10:18 a.m.

e) City Administration: Affordable Housing Surplus Property Bid Review - PUBLIC HEARING

Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator, presented a bid on a surplus property located at 102 17th Avenue West. She explained that the Affordable Housing Advisory Committee reviewed the bid from DOMKA and they felt the proposed project would not be a good fit for the area. She said the Committee voiced concerns about the quality of housing and creativity of the project.

Ms. Fortin announced the parcel was .6502 acre and was located in the Central CRA across from Wastewater Treatment Facility. She explained that the parcel was zoned T4L and the appraised value was $420,000. She said DOMKA submitted a bid for $54,565.00 to create an affordable housing project.

Ms. Fortin explained that DOMKA also submitted two bids on a property located at 520 19th Street East. She said that parcel was one acre and was also located in the Central CRA with an appraised value of $218,000.00. She explained both proposals were for the same product previously shown.

On August 23, 2024, she continued, Community Redevelopment Agency (CRA) Executive Director, Jeff Burton, indicated that the CRA had purchased the property located at 520 19th Street East in 2003 for $138,000 and then deeded the property to the City in 2009 for $10.00. Ms. Fortin added that the CRA also purchased 519 18th Street East in 2003 for $120,000 and deeded it to the City in 2009 for $10.00

with an assessed value of $136,000.00. She announced that Mr. Burton requested that the CRA buy those two properties back from the City.

The public hearing was opened and those that wished to speak were invited to the podium.

Christopher Round, representative for DOMKA, explained the proposed project and how durable their products are.

Mayor Brown questioned the offers and Mr. Round said in order to make a profit because of the needed infrastructure work, they needed to offer significantly less than the appraised value.

There was a brief discussion regarding the aesthetics of the project and the surrounding community.

Mr. Burton reiterated that the CRA would like to purchase the properties back from the City.

The public hearing was closed.

MOTION TO REJECT THE PROPOSALS FROM DOMKA, INC. FOR THE PROPERTIES LOCATED AT 102 17TH AVENUE WEST AND 520 19TH STREET EAST was made by Vice Mayor Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

f) Police: FY 2024 Edward Byrne Memorial Justice Assistance Grant (JAG) - PUBLIC HEARING

Jeremy Giddens, Grants/School Speed Zone Program Specialist, explained the JAG Grant annual award was $24,941.00 to purchase eight RapidIDs as well as forensic software.

The public hearing was opened for anyone that wished to speak and no one came forward. The public hearing was closed.

MOTION TO APPROVE THE PROPOSED PLAN FOR THE FISCAL YEAR 2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT was made by Councilman Cramer and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

g) Planning & Community Development: ORDINANCE 4050 – FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING BRADENTON LAND USE REGULATIONS CHAPTER 2.0 ADMINISTRATION AND PROCEDURES, AMENDING SECTION 2.1.3.1 "COMPOSITION AND TERMS OF TLPB MEMBERS" TO MODIFY QUOREM REQUIREMENTS IN SECTION 2.1.3.3 "FUNCTIONS, POWERS, AND DUTIES."; TO AMEND THE FUCTIONS AND DUTIES OF THE TREE AND LAND PRESERVATION BOARD AMENDING CHAPTER 4.0 GENERAL REGULATIONS SECTION 4.1.3.5 "SIDEWALKS"; TO MODIFY RIGHT OF WAY LANDSCAPING REQUIREMENTS AND ADD A TREE SPECIES MATRIX PROVIDING FOR CODIFICATION; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing for Ordinance 4050 was scheduled for December 18, 2024.

h) Planning & Community Development: ORDINANCE 4051 – FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 10-FOOT ALLEY AS SHOWN ON THE PLAT OF THE HIGH SCHOOL ADDITION TO MANATEE, RECORDED IN BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY

DESCRIBED HEREIN, BEING GENERALLY LOCATED NORTH OF 5TH AVENUE DRIVE EAST, SOUTH OF MANATEE AVENUE EAST, WEST OF 2ND STREET EAST, AND EAST OF 1ST STREET EAST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

The second reading and public hearing for Ordinance 4051 was scheduled for December 18, 2024.

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

a) Police: West Coast Inland Navigation District (WCIND) Grant Acceptance

Mr. Giddens explained the grant funding would be used for a new boat for the Police Department.

MOTION TO APPROVE THE WCIND GRANT ACCEPTANCE AND AUTHORIZE STAFF TO EXECUTE THE AGREEMENT ONCE APPROVED BY MANATEE COUNTY was made by Councilwoman Gonzalez Moore and seconded by Councilman Cramer. The motion passed 5-0.

b) City Administration: Authorization to Negotiate Property Purchase for 504 9th Avenue West

Mr. Perry explained that the property had backflow problems and was located very near to a lift station. He said the homeowners received a grant for temporary housing and staff recommended purchasing the property because of the on-going issues. He explained that the owners are willing to sell and the appraisal for the property was $200,000.00.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO NEGOTIATE THE PURCHASE OF THE PROPERTY LOCATED AT 504 9TH AVENUE WEST was made by Councilwoman Kocher and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

c) City Administration: Disaster Recovery Emergency Program

Mr. Perry explained City was not currently in the position to offer employees disaster recovery assistance, however, staff was working with the Federal Emergency Management Agency (FEMA) to offer assistance to those in need.

d) City Administration: Emergency Procurement Report

Mr. Perry explained the emergency purchases due to the recent storms. He said staff is working with a consultant to receive rapid reimbursement from FEMA.

UNFINISHED BUSINESS:

a) City Administration: Authorization to Proceed with Purchase of 1307 9th Street West from RRMMS Properties, LLC

Mr. Perry provided a boundary survey, title commitment, and said the environmental survey came back without any reportable violations. He concluded that the closing was scheduled on or before November 23, 2024.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO PROCEED WITH THE CLOSING FOR THE PURCHASE OF 1307 9TH STREET WEST ON OR BEFORE NOVEMBER 23, 2024, was made by Councilwoman Kocher and seconded by Councilman Cramer. The motion passed 5-0.

COUNCIL REPORTS:

Councilwoman Ward IV Lisa Gonzalez Moore: Councilwoman Gonzalez Moore commented on the devastation in the community following three back-to-back hurricanes, then shared thoughts of how to turn the hardship into an opportunity.

Councilwoman Ward V Pam Coachman: Councilwoman Coachman echoed Councilwoman Gonzalez Moore's comments regarding the stress of three major storm events. She was very proud of City staff and residents for coming together.

Councilwoman Ward I Jayne Kocher: Councilwoman Kocher also spoke about the storms and thanked staff and all first responders who were in harm's way. She was honored to serve another four years on City Council.

Vice Mayor and Councilwoman Ward II Marianne Barnebey: Vice Mayor Barnebey also thanked all City employees and volunteers for the outstanding response after the storm. She noted one volunteer that always had a rake in her hand and a smile on her face was Gina Brown, Mayor Brown's wife.

Vice Mayor Barnebey announced Winter Wonderland was scheduled for December 14, 2024, and urged all to attend. She concluded by congratulating Councilwoman Coachman, Councilwoman Kocher, and Mayor Brown for winning their elections.

Councilman Ward III Josh Cramer: Councilman Cramer also gave kudos to staff as well as Mayor Brown and Mrs. Brown for their work cleaning up the City after the storms.

Councilman Cramer also congratulated Councilwoman Coachman, Councilwoman Kocher, and Mayor Brown for winning their elections.

Mayor Gene Brown: Mayor Brown spoke about the devastation around the City following the storms. He felt it was important to make sure downtown and Village of the Arts was cleaned up so that events could take place and residents could have a sense of normalcy. Mayor Brown also thanked his wife and said without her, he would not be the person he is.

DEPARTMENT HEAD REPORTS:

Lance Williams, Chief Operating Officer thanked City Council, Mayor Brown, and Mr. Perry for their leadership and support during the storms.

Robin Singer, Planning and Community Development Director, said staff was in the process of finishing up assessments of property damage around the City and permit fees were waived for those with damage.

Melanie Bevan, Police Chief, was pleased to announce that the accreditation process was complete and spoke about an unfortunate case of elder fraud.

The meeting was adjourned at 12:18 p.m.

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

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Back to Angola Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Two BPD Extra Duty Officers onsite per day, port-o-lets and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Oaktree Community Outreach Inc. has submitted a special event application to host the Back to Angola Festival on March 15 and March 16, 2025 at Riverwalk East. The event will feature panel discussions, demonstrations, music, food and crafts. The event is free and they have an expectation of 200 people per day.

SUGGESTED MOTION:
Motion to approve the Back to Angola Festival with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Oaktree Community Outreach Inc. Date of Application: 12/23/2024

Contact Name: Daphney Towns Contact Phone 1: 941-933-0430

Contact Email: backtoangola@gmail.com Contact Phone 2: _____

Address: 630 9th Ave West

City: Bradenton State: FL Zip: 34205

*Mailing address: 4654 East SR 64 Suite 201, Bradenton, FL 34208

Event Information

Name of Event: Back to Angola Festival Event Date: Mar 15 & 16, 2025

Purpose of Event: To bring awareness of the Angola Maroon community of free Blacks and Seminole Indians who resided at the Manatee River ,circa 1812 - 1821, especially at the Manatee Springs.

Description of Event: Cultural & Heritage Festival 3-day event - includes panel discussion,demonstrations of traditional craftsmanship, oral history, music , food

Event Location: Manatee Mineral Springs Park - 1312 2nd Ave East

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	Mar 15, 2025	Saturday	8 am	1pm	15
Event Day 1	Mar 15, 2025	Saturday	1 pm	8 pm	200
Event Day 2	Mar 16, 2025	Sunday	12pm	5 pm	200
Event Day 3					200
Break Down	Mar 16, 2025	Sunday	5pm	8pm	15

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

(03/2022)

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

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

Tent Size	Number of Tents	Tent Location
10 x 10	6	Mineral Springs Park

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

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

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

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

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

Vendor Information

Will the event offer food? (Yes) No

Where will the food be prepared? Some items will be cooked off site, others at the park

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.

Speaker and microphones, Musical instruments

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. 3 portable toilets

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

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

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

Street Closure

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

Application Review

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

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

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

Rental Contract

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

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

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

I, Daphney Towns, applicant/event organizer for Back to Angola Festival 2025 (event), scheduled for (date&hours), Mar 15 & 16, 2025, from 1pm 12 pm to 8pm 5pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

D Towns D Towns

Signature of Applicant/Event Organizer

Oaktree Community Outreach Inc.

Organization

Daphney Towns

Typed or Printed Name and Title

12/23/2025

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.

D Towns D Towns

Signature of Applicant/Event Organizer

Oaktree Community Outreach Inc.

Organization

Daphney Towns

Typed or Printed Name and Title

12/23/2024

Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

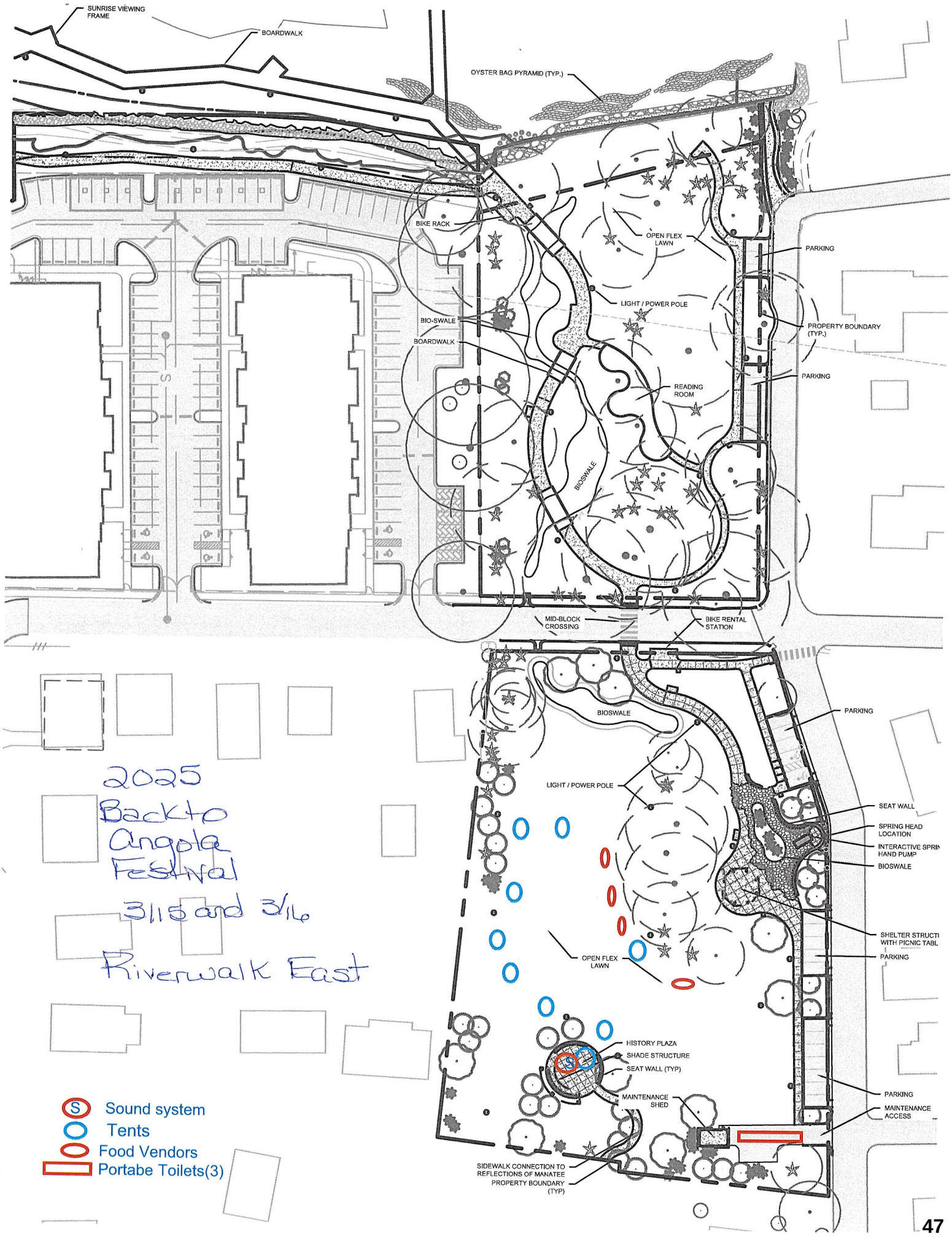
Start Date: _____ End Date: _____ Start Time: _____ End Time: _____

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

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)



2025
Back to
Angola
Festival
3/15 and 3/16

Riverwalk East

S Sound system
Tents
Food Vendors
Portabe Toilets(3)

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	January 22, 2025
SUBMITTED BY:	Kelly Thomas, Event Review Committee
ITEM TYPE:	Special Event
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Bradenton Alive 4th of July Celebration
SUGGESTED ACTION:	Event Review Committee recommends approval with the following stipulations: Four BPD Officers onsite, 5 Public Works Staff onsite, port-o-lets onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions has submitted a special event application to host Bradenton Alive July 4th Celebration on July 4, 2025, at Riverwalk Pavilion Area. The event will feature live music, alcohol sales, food trucks, car show, and merchandise vendors. They have an expectation of 800 people in the Pavilion area.

SUGGESTED MOTION:
Motion to approve the Bradenton Alive 4th of July Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 12/17/2024

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-448-0229 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: 7/4/2025

Purpose of Event: Holiday celebration

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

Event Location: Riverwalk

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

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

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	7/4/2025	Friday	9:00am		
Event Day 1	7/4/2025	Friday	5:00pm	10:00pm	800
Event Day 2					
Event Day 3					
Break Down	7/4/2025	Friday	10:00pm	11:59pm	

Number of years event has been held: 1

Past Attendance: 800

(03/2022)

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

Will any tents be used for the event? ~~Yes~~ No

Tent Size	Number of Tents	Tent Location
10'x10'	15	parking lot, vendors
Overhead Tent for VIP Area	1 (larger than 10x10)	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: 110v

Will a generator be used? ~~Yes~~ No Size of generator: 20kw

Will gas equipment be used? ~~Yes~~ No Type of fuel source: diesel
(generator is back up energy for stage)

Vendor Information

Will the event offer food? ~~Yes~~ No

Where will the food be prepared? food trucks, trailers and food tents

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.

live bands with sound reinforcement to cover city block, top 40 cover bands of different genres

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.

VIP area surrounded by fencing, overhead tent, seperate portolets, tables/chairs, bar

(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 ☒ 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 Nightlife Productions, LLC (event), scheduled for (date&hours), 7/4/2025, from 5:00pm 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
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

12/17/2024
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.

Kristen Lee Coats
Signature of Applicant/Event Organizer

Nightlife Productions, LLC
Organization

Kristen Lee Coats
Typed or Printed Name and Title

12/17/2024
Date

(03/2022)

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

Name of Requestor: _____

Name of Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Name of Event: _____

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

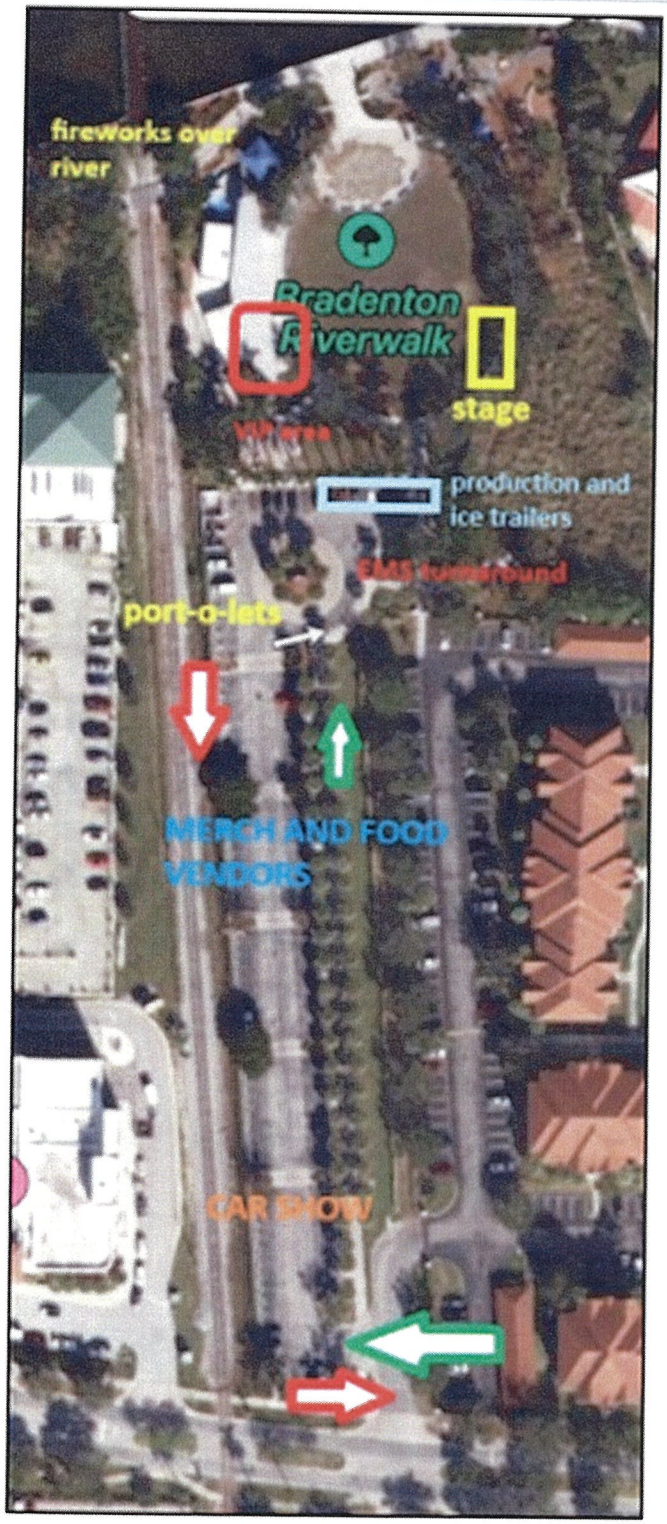
Proposed roads to close (specific locations, include map):

N/A

Proposed detour route (include alternative road and map):

Additional notes and comments:

(03/2022)



Bradenton Alive: July 4th (2025) Celebration

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	January 22, 2025
SUBMITTED BY:	Kelly Thomas, Event Review Committee
ITEM TYPE:	Special Event
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Bradenton Alive St. Patrick's Day Celebration
SUGGESTED ACTION:	Event Review Committee recommends approval with the following stipulations: Four BPD Extra Duty Officers onsite, 5 Public Works Staff onsite, Event setup time of 3 p.m., port-o-lets onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions has requested a special event permit to host Bradenton Alive St. Patrick's Day Celebration on March 15, 2025, on Old Main Street. The event will feature live music, alcohol sales, food trucks, and merchandise vendors. The event has an expectation of 500 in attendance.

SUGGESTED MOTION:
Motion to approve the Bradenton Alive St. Patrick's Day Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 12/17/2024

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: kristen@22nrocks.com

Contact Phone 2: 813-448-0229 David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive St. Patrick's Day Celebration

Event Date: 3/15/2025

Purpose of Event: holiday celebration block party

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

Event Location: Old Main Street between SR 64/ Manatee Ave W and 3rd Ave 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	3/15/2025	~~Friday~~ Saturday	~~1:00pm~~ 3pm		
Event Day 1	3/15/2025	~~Friday~~ Saturday	7:00pm	11:00pm	500
Event Day 2					
Event Day 3					
Break Down	3/15-16/2025	Saturday/Sunday ~~Friday/Saturday~~	11:00pm	1:00am	

Number of years event has been held: 1

Past Attendance: 500

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10'x10'	10	Old Main Street, vendors

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: 110V

Will a generator be used? Yes No Size of generator: 20kw

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

(generator is back up energy for stage)

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? food trucks, trailers and food tents

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.

live band with sound reinforcement to cover city block, top 40 cover bands of different genres

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, Nightlife Productions, LLC, applicant/event organizer for Bradenton Alive St. Patrick's Day Celebration (event), scheduled for (date&hours), 3/15/2025, from 7:00pm to 11:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

KristenLee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats/Operations Director	12/17/2025
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.

KristenLee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	12/17/2025
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 St. Patrick's Day Celebration

Start Date: 3/15/2025 End Date: 3/16/2025 Start Time: 7:00pm End Time: 11:00pm

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

12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
4th Avenue W between 10th Street and 13th Street

Proposed detour route (include alternative road and map):

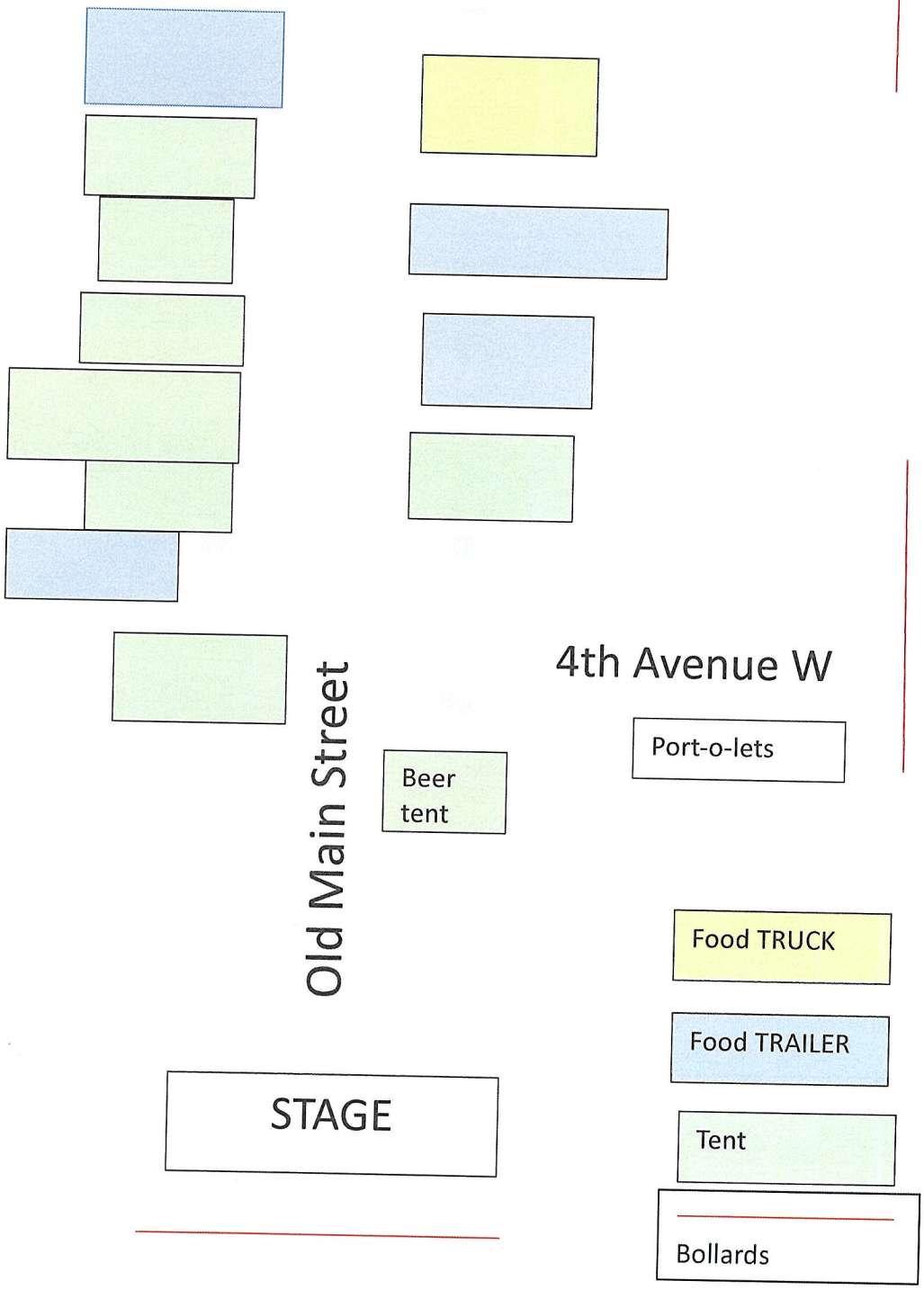
Additional notes and comments:

Bollards need to be put up at the intersections of:
12th Street West and SR64
12th Street West and 4th Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West

(03/2022)

Bradenton Alive St. Patrick's Day Celebration 3/15/2025

Site Map



AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Lucky Ducky Race for Pace

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: One BPD Extra Duty Officer onsite, 2 Public Works Staff onsite, COIs required from Pace Center (event), Anna Maria Oyster Bar (alcohol sales) and Firkins Jeep (jeep display area), port-o-lets onsite and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pace Center for Girls has requested approval to host the Lucky Duck Race for Pace on April 12, 2025, at the Riverwalk Day Dock and Great Lawn areas. The event is a fundraising event featuring approximately 31,000 ducks in two duck races, D.J., activities and refreshments. Anna Maria Oyster Bar will host alcohol sales at the event. There will be two VIP viewing areas. They have an expectation of 200 in attendance.

SUGGESTED MOTION:
Motion to approve the Lucky Ducky Race for Pace event with the recommended stipulations from staff.

ATTACHMENTS:
Application and Site Plan

31,000 ducks

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Pace Center for Girls

Date of Application: 12/17/24

Contact Name: Christi Haley

Contact Phone 1: 941-751-4566

Contact Email: Christi.Haley@pacecenter.org

Contact Phone 2: 813-610-1932

Address: 4030 Manatee Avenue West

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Lucky Ducky Race for Pace

Event Date: 4/12/2024

Purpose of Event: Raise Funds for Pace Center for Girls

Description of Event: Rubber Duck race and celebration

Event Location: The Lawn in front of Riverdance and along the riverfront

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): ducks will race in the water also	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	4/12/2024	Saturday	7 AM	11 am	30
Event Day 1	4/12/2024	Saturday	11:00 AM	1 pm	200
Event Day 2		Race times	VIP Ducks Race noon.		
Event Day 3			1230 pm - Lucky Ducky Race	330pm	
Break Down	4/12/2024	Saturday	1:00 PM		30

Number of years event has been held: 15

Past Attendance: 200

(03/2022)

Katie Carter

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
40 x 80	1	The Lawn in front of Riverdance

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: City/Extension Cord

Will a generator be used? Yes (No) Size of generator: Whatever food truck has

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, plus possible small children's games or coloring station

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.

Rubber duck race along the Riverfront.

(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.

Race Logistics



2nd truck/ trailer to carry Launch Container

Scaffolding IN THE WATER for assistance in removal of ducks, then ducks are taken in bins via hand truck back to trailer

Kayaks to help with any escaped ducks

VID throw + watch party; blocked off but allowing for public access to under bridge walkway

Ducks loaded from trailer to floating dock at walkway

Floating Dock for Launch

Oil boom for secondary containment/no loss under bridge

Possible VIP Watch Areas

Additional Pool noodle/rope for secondary containment

Guest Experience

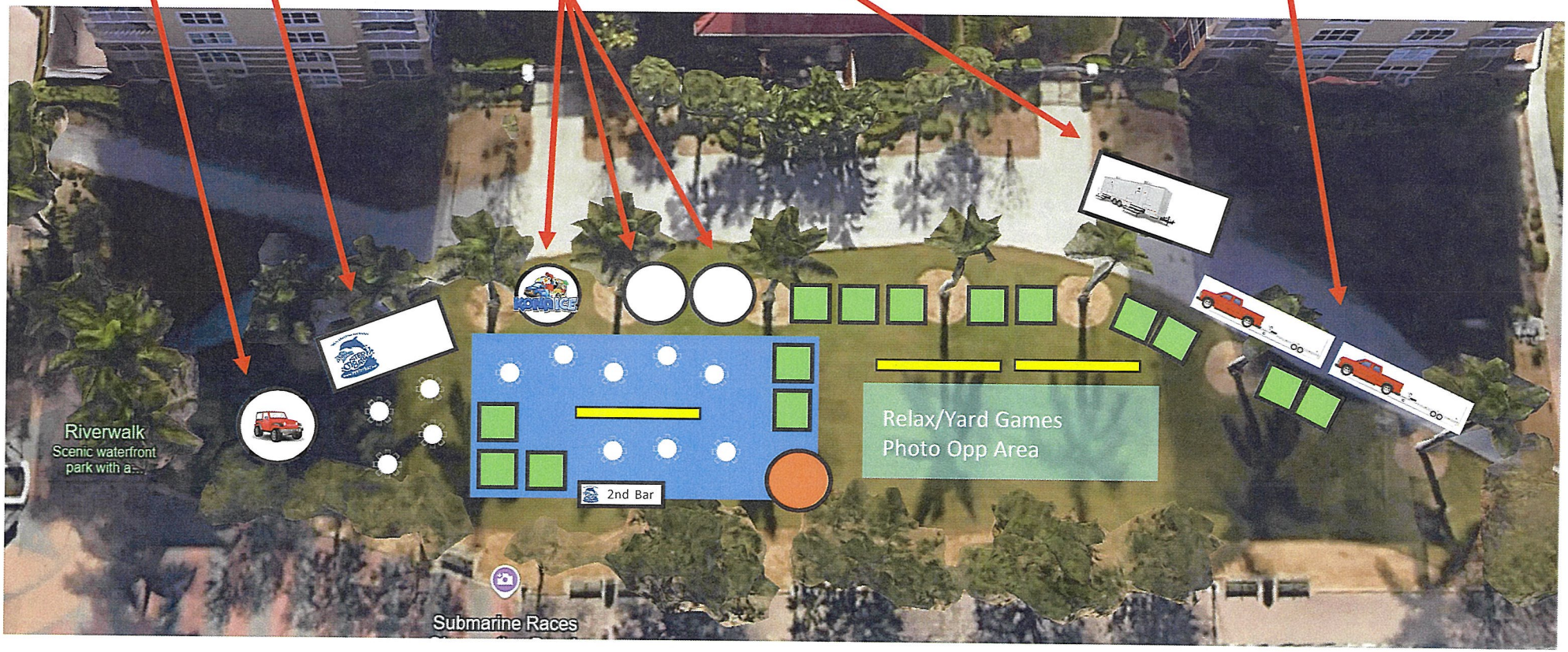
Jeep/Firkins Area

Anna Maria Oyster Bar: Food and Alcohol

Snacks and other Desserts, etc.

Bathrooms, covering 1 lane allowing movement of truck and trailer with ducks.

Truck/Trailer of ducks, allowing to be unloaded at bridge walkway. Additional trailer for the launch container which can be moved during event if necessary.



- Sponsoring Tabling, upon request
  - Diamond Duck & Above, under tent
  - Golden Duck: Along path outside

DJ & Pace area for adoptions, etc. Closest to end of race so that microphones can be taken to waterfront area

Open Tent

Display of VID's and/or Winning Best Dressed

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 25-21 - Merit Board Reappointment

SUGGESTED ACTION: Approval and Confirmation

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
A resolution reappointing Ron Santarlas to the Merit Board and defining his term.

SUGGESTED MOTION:
Motion to approve Resolution 25-21.

ATTACHMENTS:
Resolution 25-21 and Resume

RESOLUTION NUMBER 25-21

A RESOLUTION REAPPOINTING **R.J. SANTARLAS** 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:

R.J. SANTARLAS for a term to expire September 2027.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 22nd day of January, 2025.

ATTEST:

_____
Tamara Melton
City Clerk

_____
Gene Brown
Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille
City Attorney

Merit

RON [RJ] SANTARLAS
4606 GALLOWAY BLVD
BRADENTON, FL 34210

I HAVE BEEN A RESIDENT OF MANATEE COUNTY SINCE NOVEMBER 1974 AND CURRENTLY RESIDE AT THE ABOVE ADDRESS ,IN THE CITY OF BRADENTON,FOR THE LAST 13 YEARS.

EMPLOYMENT HISTORY:

MARCH 1996 TO APRIL 2002 RETIRED	SUNSET AUTOMOTIVE GROUP SUNSET CHEVROLET INC 1800 BAY RD SARASOTA, FL
POSITION	FINANCE DIRECTOR
MARCH 1993 TO MARCH 1996	HENDRICKS AUTOMOTIVE GROUP HONDA CARS OF BRADENTON 5515 14TH ST W BRADENTON, FL
POSITION	FINANCE DIRECTOR
APRIL 1985 TO MARCH 1993	HOAGLAND OLDSMOBILE GMC 5325 14TH ST W BRADENTON, FL
POSITION	FINANCE DIRECTOR

PRIOR TO BEING A FINANCE DIRECTOR,FOR THE ABOVE AUTOMOTIVE GROUPS,I WAS A RESTAURANT OWNER AND MANAGER FOR 12 YEARS.

THANK YOU FOR YOUR CONSIDERATION

R.J. Santarlas

RON [RJ] SANTARLAS

Phones:
Home 792-2209
Cell 302-2209

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Pedestrian and Bicycle Safety High Visibility Enforcement (HVE) Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the HVE Grant for $12,906.49. Funds will be used to conduct education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
None

SUGGESTED MOTION:
Motion to accept the HVE Grant.

ATTACHMENTS:
HVE Grant

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Docusign Envelope ID: 2E0308D9-EC89-432C-B83C-F7F61D1AF4E1

Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 11, 2024

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2X22

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Bradenton in the amount of $12,906.49. Under the contract, Bradenton Police Department will conduct overtime high visibility education and enforcement operations through May 9, 2025.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

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Letter of Agreement and Contract

In this contract between the City of Bradenton ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 9, 2025.

Total contract amount will not exceed $12,906.49

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract G2X22. All services must be completed by May 9, 2025. The final invoice must be received by June 6, 2025 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

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EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2022, 3,553 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (786) and more than 6% were bicyclists (220).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable that all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

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the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐Only Tier 1 locations shall be worked from contract execution through May 9, 2025

☒Only Tier 2 locations shall be worked from contract execution through May 9, 2025

☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

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- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2023**. The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.

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Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

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The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2025.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

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All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐Only Tier 1 locations shall be worked from contract execution through May 9, 2025.
  ☒Only Tier 2 locations shall be worked from contract execution through May 9, 2025.
  ☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $12,906.49

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EXHIBIT "C"

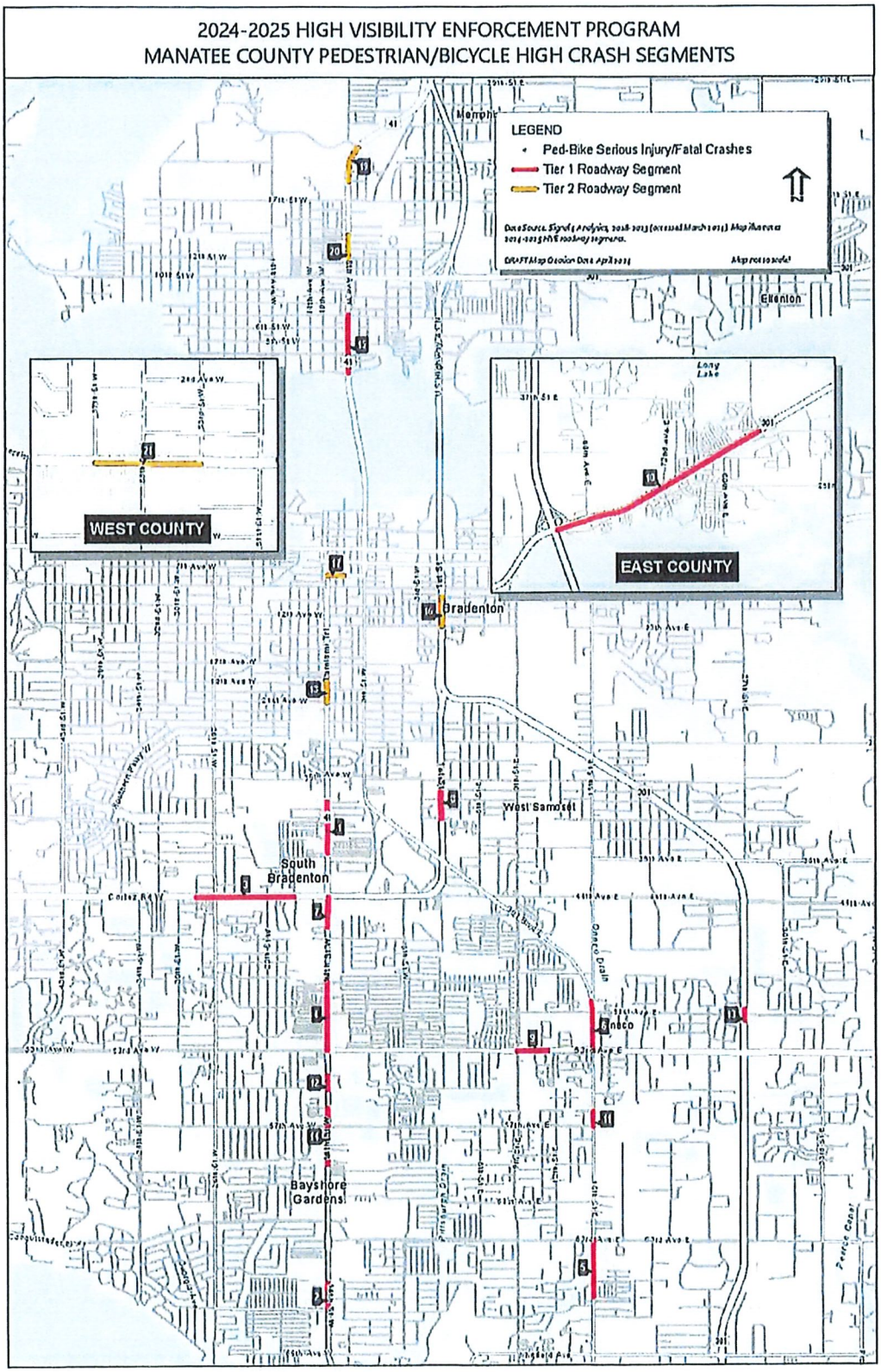
Locations for Bradenton Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
16	US 41	13th Avenue W	10th Avenue E	2	2400	2400	Monday, Tuesday, Wednesday, Saturday
17	US 41	Tamiami Trail	12th Street W	2	100	2200	Monday, Sunday
18	US 41	21st Avenue W	18th Avenue Drive W	2	600	2100	Monday, Tuesday, Saturday
21	Manatee Avenue W	57th Street W	53rd Street W	2	700	1600	Wednesday, Friday

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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EXHIBIT "C"



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

DocuSigned by:
Vince Smyth
5A7E367873294781...
Vince Smyth, Associate Vice President — 7/23/2024 Date

SCH

DocuSigned by:
Cammy Pucci
7D63E67823AB4ED...
Cameron Pucci, Director — 7/18/2024 Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Bradenton

Address: 100 10th St W, Bradenton, FL 34205

Vendor's Authorized Agent Signature — Chief of Police Date

Melanie Bevan — July 17, 2024
Printed Name — Title

DocuSigned by:
Chris Craig
B67DFA0A5DDC4E4...
07/12/2024 | 9:34 AM EDT
FDOT APPROVAL

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Exhibit "D"

FY2024 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G2X22. A final invoice must be received by June 6, 2025 or payment will be forfeited.

ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.

v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance**. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

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This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Safer Streets Driving Under the Influence (DUI) Enforcement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Acceptance of the FDOT DUI enforcement grant at $15,000. The FDOT grant funds will provide additional resources to conduct high-visibility enforcement operations, community activities, education, and outreach to reduce impaired driving crashes and fatalities.

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
None

SUGGESTED MOTION:
Motion to accept the Safer Streets DUI Enforcement grant.

ATTACHMENTS:
Safer Streets DUI Enforcement Grant

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** AL-2025-00042	**FDOT Contract Number:** G3505
Federal Funds Awarded: $15,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date: 11/08/2024	**Subgrant End Date:** 09/30/2025

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement
2. Federal Funding: $15,000 Match: $0 Total Cost: $15,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	Bradenton Police Department	Agency Name:	Bradenton Police Department
Address:	100 10th St West	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000283 001

6. Federal Unique Entity Identifier (UEI) Number: 040877557000

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Rob Perry	Name:	Jeremy Giddens
Address:	101 Old Main Street	Address:	101 Old Main Street
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205
Telephone:	(941) 932-9400 442	Telephone:	(941) 932-9350
E-mail:	Rob.Perry@BradentonFL.gov	E-mail:	Jeremy.Giddens@bradentonpd.com

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Sandy Orsino	Name:	Christopher Deshaies
Title:	Fiscal Supervisor	Title:	Lieutenant
Telephone:	(941) 932-9362	Telephone:	(941) 932-9329
E-Mail:	Sandra.Orsino@bradentonpd.com	E-Mail:	christopher.deshaies@bradentonpd.com

11. Payment Remittance Address:
    - Name: Bradenton Police Department
    - Address: 101 Old Main Street
    - City: Bradenton
    - State: Florida
    - Zip: 34205

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Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

In fiscal year 2023, the State of Florida had 640,244 traffic crashes, with 13,325 of those crashes related to impaired driving (Signal Four Analytics). 634 lives were lost, while 1,097 people suffered serious bodily injury because of impaired driving. During the same time, the city of Bradenton had 1,540 crashes, 49 of which were due to impaired driving. According to data supplied by Signal Four Analytics, Florida's impaired driving crashes make up approximately 2.08% of the 2023 crashes, while Bradenton's impaired driving crashes is above the state average at 3.18%. Impaired driver-related traffic crashes in the city of Bradenton continue to remain higher than the state-wide average and remains a significant traffic hazard. The city of Bradenton is no longer a small-town tourist destination. The city is now a thriving community boasting vibrant neighborhoods and a renaissance within the Downtown Corridor. It is imperative that we confront impaired driving head-on and reduce the number of alcohol-related traffic crashes.

Bradenton is Manatee County's largest incorporated city, with nearly 60,000 permanent residents, and is the county seat of the Manatee County Government. Every year, our population is supplemented by temporary residents looking for warmer weather along the west coast of Florida. Bradenton encompasses approximately sixteen (16) square miles along the West Coast of Florida in the Tampa Bay region and is a top tourist destination, as well as the southern home of the Pittsburgh Pirates during the Major League Baseball Spring Training Season, all of which brings additional traffic to the area.

The city of Bradenton has five (5) state roadways that act as main thoroughfares and numerous locally maintained roads that make up the remainder of the city. Very few of these roads have been updated to handle the additional traffic they receive, which has been a factor in the increase in crashes over the years. According to the Florida Department of Transportation (FDOT) Highway Safety Matrix, Group II, the Bradenton has been in the top categories of cities for impaired driving for several years. For the FY 2025, the city of Bradenton is listed as number three in impaired driving. Drivers' actions have been a factor in the number of fatalities and crashes impacting our community. Enhanced enforcement will combat these driver behaviors and reduce the number of impaired drivers on our roadways. It should be noted that previous proactive enforcement has been effective, and Bradenton is no longer number one for impaired drivers.

2. Proposed Solution:

Our program aims to try to further reduce impaired driving and maintain zero traffic fatalities and injuries related to impaired driving. The Bradenton Police Department (BPD) will conduct enforcement operations in areas identified as having high crash frequency, traffic fatalities, or citizen complaints. With this subgrant funding provided by the Florida Department of Transportation, the BPD will utilize countermeasures detailed in the 11th edition of the National Highway Traffic Safety Administration's (NHTSA) publication, Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices. Strategies BPD plans to use from this manual include Enforcement: Zero-Tolerance Law Enforcement, Impaired Driving Saturation Patrols and Integrated Enforcement; Legislation and Licensing: Open Container Laws, and Alcohol-Impaired-Driving Law Review. These strategies will also include normal overtime activities awarded via grant funds and/or special impaired driving campaigns, such as Drive Sober or Get Pulled Over.

Our downtown area has several bars that get busy on weekend nights, along with numerous other restaurants and bars located throughout the city and county. While working overtime from sub-grant awarded funds, officers will check for compliance with underage drinking at local establishments, including but not limited to bars, stores, and restaurants. While conducting enforcement throughout the grant period, the Traffic Unit will utilize a message board previously purchased with impaired driving messages and other traffic safety messages.

BPD will conduct, at a minimum, fifteen (15) high visibility enforcement patrols during this subgrant period. These patrols will consist of officers patrolling specific areas (determined by crash and arrest data) looking for impaired driving behaviors. Each officer receiving overtime reimbursement during any high visibility

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enforcement operations will have their efforts documented using an activity report supplied by the Florida Department of Transportation (Form 500-065-25 Impaired Driving High Visibility Enforcement Activity Report). Officers may also respond to crashes where the driver(s) appear to be intoxicated as part of this subgrant. Education efforts will consist of communicating impaired driving education via press releases, social media use, and community education. The State of Florida conducts mass media campaigns throughout the year, which increases during impaired driving campaigns. BPD plans to utilize resources provided by partners to boost impaired driving messaging.

Additionally, BPD will utilize our Public Information Office and our Social Media Manager throughout the year to keep users informed of operations. The BPD will conduct, at a minimum, twenty-four (24) various types of public information campaigns during this subgrant period. These will consist of traditional media, social media, and message board use. Although very few of our crashes are related to underage drinking, at least two (2) educational outreach programs aimed at educating youth within our community about the dangers and consequences of impaired driving will be conducted.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease impaired driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct at least 15 impaired driving high visibility overtime enforcement operations during the project period.

d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.

e. Conduct at minimum 4 educational/community outreach events to increase impaired driving awareness during the project period and provide details.

f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, printed materials, etc.) at least 36 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Impaired driving crashes and fatalities are reduced by 3% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. Number of impaired driving high visibility overtime enforcement operations conducted during the project period.

d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.

e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.

f. Number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

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Part III: PROJECT DETAIL BUDGET

Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement

Project Number: AL-2025-00042

FDOT Contract Number: G3505

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	$15,000	$0	$15,000	No
	Subtotal:	**$15,000**	**$0**	**$15,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$15,000**	**$0**	**$15,000**	

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Part IV: PERFORMANCE REPORT

Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement

Project Number: AL-2025-00042

FDOT Contract Number: G3505

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.

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Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

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6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

   (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

    (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    (b) Affirmative steps must include:

    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

    (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

    For purposes of this section:

    (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

    (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

    In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

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15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
    (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
    (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
    (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
    (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
    (l) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
    (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
    (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

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17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

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(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

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MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

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52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

    (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

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56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. **Personnel Hired or Paid Under this Agreement.**

    (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

    (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

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(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

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64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

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FINANCIAL/FISCAL

66. **Allowable Costs**. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. **Subcontract Agreements.**

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21 of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16 of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34 of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28 of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22 of Part V)*

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68. **Indirect Costs**. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. **Procedures for Reimbursement.**

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report. **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

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b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

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(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

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

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

71. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

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Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

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i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am.aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. **Public Service Announcements, Marketing, and Advertisements.**

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. **Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

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(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

Docusign Envelope ID: 51F698ED-C7CE-4E29-A807-10A247385849

Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** $15,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	05/16/2022

Docusign Envelope ID: 51F698ED-C7CE-4E29-A807-10A247385849

Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement

Project Number: AL-2025-00042

FDOT Contract Number: G3505

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Chris Craig B67BEADA5D7C4E4... *Authorized FDOT State Safety Office Representative*

Date: 11/08/2024 | 10:09 PM EST *Date Signed*

Reviewed for the Florida Department of Transportation:

By: DocuSigned by: Giselle Justo D0F39D9F5E4D448... *Authorized FDOT Attorney*

Date: 11/08/2024 | 10:26 AM EST *Date Signed*

SUBRECIPIENT

By: *Signature of Authorized Representative*

Name: Melanie Bevan *Authorized Representative's Name Printed*

Title: Chief of Police *Authorized Representative's Title Printed*

Date: 11/5/2024 *Date Signed*

IMPLEMENTING AGENCY

By: *Signature of Authorized Representative*

Name: Melanie Bevan *Authorized Representative's Name Printed*

Title: Chief of Police *Authorized Representative's Title Printed*

Date: 11/5/2024 *Date Signed*

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.

Docusign Envelope ID: 51F698ED-C7CE-4E29-A807-10A247385849

To: Sharayton.Kalkai@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3505

10/29/2024

CONTRACT INFORMATION

Contract:	G3505
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF BRADENTON
Vendor ID:	F596000283001
Beginning Date of This Agreement:	10/28/2024
Ending Date of This Agreement:	09/30/2025
Contract Total/Budgetary Ceiling:	ct = $15,000.00
Description:	AL-2025-00042 Bradenton, Safer Streets Driving Under the Influence (DUI) Enforcement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 10/29/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55671000961
Expansion Option:	A6
Object Code:	780000
Amount:	$15,000.00
Financial Project:	45359328401
Work Activity (FCT):	174
CFDA:	20.600
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088796/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $15,000.00

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-25-001NT with Target Specialty Products

SUGGESTED ACTION: Approve agreement for Mayor's Signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Rentokil North America, Inc. d/b/a Target Specialty Products ("Contractor") agrees to enter into
an agreement with the City of Bradenton, Florida to provide the City of Bradenton with fertilizer
for parks/rights-of-way and golf course maintenance. This agreement is in accordance with the
specifications per the Agreement between City of Fort Walton Beach and Contractor for Fertilizer, including all amendments thereto, City of Fort Walton Beach Invitation to Bid ("ITB") No. 24- 014, and Contractor's response to No. 24-014, attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized
signing of this document by Gene Brown, Mayor, through November 19, 2025.

FINANCIAL IMPACT:
Included in FY-25 budget.

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

SUGGESTED MOTION:
Motion to approve agreement PB-25-001NT with Target Specialty Products.

ATTACHMENTS:
PB-25-001NT with Target Specialty Products

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-25-001NT BETWEEN THE CITY OF BRADENTON AND RENTOKIL NORTH AMERICA, INC. d/b/a TARGET SPECIALTY PRODUCTS

Rentokil North America, Inc. d/b/a Target Specialty Products ("Contractor") agrees to enter into an agreement with the City of Bradenton, Florida to provide the City of Bradenton with fertilizer for parks/rights-of-way and golf course maintenance. This agreement is in accordance with the specifications per the Agreement between City of Fort Walton Beach and Contractor for Fertilizer, including all amendments thereto, City of Fort Walton Beach Invitation to Bid ("ITB") No. 24-014, and Contractor's response to No. 24-014, attached hereto and incorporated herein as Composite Exhibit "A", including pricing for a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through November 19, 2025, with the following modifications:

1. All references to "City of Fort Walton Beach" shall be replaced with "City of Bradenton, Florida".

2. Section 2.31 shall be deleted in its entirety and replaced with the following:

   Indemnification/Hold Harmless. Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with (i) Contractor's performance, non-performance, or material breach of any provision of this Agreement or of Contractor's duties or obligations under this Agreement; or (ii) Contractor's negligence, gross negligence or willful misconduct in performing its duties and obligations under this Agreement. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

3. Section 2.34 shall be deleted in its entirety and replaced with the following:

   Method of Payment. Contractor shall submit an invoice to the City upon delivery of the materials described in the Agreement. Unless otherwise agreed, payments from the City shall be remitted in accordance with Florida's Prompt Payment Act.

4. Section 2.35.6 shall be deleted in its entirety and replaced with the following:

   All invoices shall be delivered to the City of Bradenton Purchasing Department, located at 101 Old Main Street West, Bradenton, Florida 34205.

5. Section 2.36 shall be deleted in its entirety and replaced with the following:

   Choice of Law/Venue. The substantive and procedural laws of the State of Florida will govern this Agreement. Venue for all legal proceedings arising out of this Contract, or its breach, shall be in Manatee County, Florida.

6. Section 2.38 shall be modified to replace the bolded language with the following:

   IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

   City Clerk
   101 Old Main Street West
   Bradenton, FL 34205
   Phone: 941-923-9400
   Email: cityclerk@cityofbradenton.com

7. Section 2.39 shall be deleted in its entirety and replaced with the following:

   Termination. This Agreement may be terminated by either party upon thirty (30) days' prior written notice.

8. A new Section 2.40, Term, shall be added to the Agreement as follows:

   Term. The term of this Agreement shall commence upon execution hereof and expire on November 19, 2025, unless otherwise terminated as provided herein.

9. Section 3.10 shall be deleted in its entirety and replaced with the following:

   Insurance.

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 Contract. 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 Contract, 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 Contractor's sureties to the City, or to any workers, suppliers, material men or employees in relation to this Contract.

F) By way of its execution of the Contract, Contractor:

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

b. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the City to obtain and maintain proper amounts of insurance at all times as

called for herein shall constitute a material breach of the Contract, 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: **PB-25-001NT**

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

10. A new Section 3.13, E-Verify, shall be added 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 contract. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

11. A new Section 3.14, Notice, shall be added as follows:

Notice. Where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the address listed below and shall be deemed received upon actual receipt:

To City: Purchasing Department

101 Old Main Street

Bradenton, Florida 34205

To Contractor: Mr. Harvin Cronk, Key Account Manager
Rentokil North America, Inc. dba Target Specialty Products
1125 Berkshire blvd Ste 150
Wyomissing, PA 19610

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.

	1/9/2025
Hariven Cronk, Key Account Manager	Date
Rentokill North America d/b/a Target Specialty Products	
Gene Brown,	Date
Mayor	
City of Bradenton	
Erin Jones	1/10/2025
Erin Jones CPPB NIGP-CPP,	Date
Purchasing Manager	
City of Bradenton	

City of Fort Walton Beach

America's Most Beautiful Beaches

Purchasing Division
105 Miracle Strip Parkway SW, Fort Walton Beach, FL 32548
(850) 833-9523 – Direct line (850) 833-9643 – Fax

www.fwb.org



November 25, 2024

Mr. Hariven Cronk, Key Account Manager
Rentokil North America, Inc. dba Target Specialty Products
1125 Berkshire blvd Ste 150
Wyomissing, PA 19610

Re: ITB# 24-014 Fertilizers (Annual Bid)

Dear Mr. Cronk,

On November 19, 2024, Council awarded Specifications # 6, 8 - 9, and 15 - 16 of ITB# 24-014 Fertilizers (Annual Bid) to your company in accordance with the bid provisions and your bid dated September 5, 2024.

Purchase orders will be prepared on an as-needed basis and forwarded to your company.

If you have any questions, please feel free to contact me at 850-833-9523 or email – gscott@fwb.org. On behalf of the City of Fort Walton Beach, thank you again for participating in the City bidding process. We look forward to working with you.

Sincerely,

Giuliana F. Scott
Purchasing Manager

GS/dr
Bid Tabulation Sheet Enclosed
Staff Recommendation

SECTION I: REQUIRED FORMS

SECTION 1.1 COVER SHEET

ITB TITLE: FERTILIZERS (ANNUAL PURCHASE)

ISSUE DATE: 08/08/2024 **BID NO: ITB 24-014**

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID

Total Amount of bid or Base bid $ N/A

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond	**(5%)**	$ N/A
Amount of Cashier's Check	**(5%)**	$ N/A
Amount of Certified Check	**(5%)**	$ N/A

All Items bid? Yes ____ No ____

Submitted by:

Rentokil North America, Inc., dba Target Specialty Products	**BY:**
NAME OF BUSINESS	**SIGNATURE**
1125 Berkshire blvd Ste 150	Hariven Cronk, Key Account Manager
MAILING ADDRESS	**NAME & TITLE (type or print)**
Wyomissing, PA 19610	hariven.cronk@target-specialty.com
CITY, STATE, ZIP CODE	**EMAIL ADDRESS**
(800-352-3870	( )
TELEPHONE NUMBER	**FAX NUMBER**

CITY OF FORT WALTON BEACH -
ITB 24-014 - FERTILIZERS FOR GOLF COURSE AND SPORTS FIELDS

2024 Line Item	K-P-N Rating	Product Description	Brand	Packaging	Estimated Annual Quantity	Pricing Unit	Unit Price	Total Price	Alternate Product Quoted	Alternate Brand Quoted	Alternate Package Size Quoted
							VENDOR NAME:Target Specialty Products				
Greens Grade Fertilizers – Must be SGN 100 or Smaller; Only use Sulfate of Potassium. Maximum amount of Chlorine allowable must be 2% or less.											
1	13-2-13	97% PolyPlus - Sulfate of Potash; 4% Sulpher; 3.6% Iron; 2.7% Manganese		50LB Bag		Bag	$51.00		18-3-18 Elite 90% MU 1.5% Fe		50LB Bag
2	8-3-17	90% PolyPlus - Sulfate of Potash; 5.5% Sulfur – 4.10% Iron; 3.3% Manganese; 2.2% Magnesium.		50LB Bag		Bag	$56.99		Growstar 7-2-16 90% CRN 4.2%Fe 3.4%Mn		50LB Bag
3	14-2-14	40% PolyPlus - 40% AS Sulfate of Potash; 10% Sulfur; 2.40% Iron; 2.0% Manganese; 0.90 Magnesium		50LB Bag		Bag	$45.00		Turf Fuel 17-7-17 50% CRN 7%S 1.5%Mg 0.30Fe 0.18Zn 0.16Mn 0.13Cu		50LB Bag
4	14-2-14	97% AS - Sulfate of Potash: 17% Sulfur; 0.90% Iron; 0.80 Manganese		50LB Bag		Bag	$34.00		13-2-13 100% AS		50LB Bag
5	12-24-14	50% PolyPlus Sulfate of Potash: 5.15% Sulfur; 0.23% Iron; 0.21% Manganese		50LB Bag		Bag	$48.36		10-18-22 62% MU w/ Micros Greens		50LB Bag
6	0-0-28	Sulfate of Potash: 9% Sulfur; 7.5% Iron; 6.5% Manganese		50LB Bag		Bag	$46.44				
7	0-0-22	K-Mag Sulfate of Potash - 22% Sulfur; 10.8% Manganese	Thrive-Branded	50LB Bag		Bag	$23.04				
8	6-3-0	100% Biosolids - 1% Iron		40LB Bag		Bag	$13.99				
Fertilizers – Must be SGN 240 or Smaller; Must quote Sulfate of Potash unless noted.											
9	6-3-0	Total Nitrogen (N).....6.00% 4.50% Water Insoluble Nitrogen* 1.5% Water Soluble Nitrogen Avalible Phosphate (P205).....3.00% Calcium (Ca).....2.00% Magnesium (Mg).....0.20% Iron (Fe) .....1.00% *4.50% Slowly Avallable Nitrogen: From Biosolids	GreenEdge	1000LB Bag		1/2 Ton	$229.89				
10	20-2-20	100% PolyPlus - Sulfate of Potash; 3MONTH		50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
11	20-2-20	100% PolyPlus - Sulfate of Potash; 3MONTH		1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
12	20-10-12	80% PCU - Muriate of Potash; 3MONTH 1% Iron; 1% Manganese		50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID

CITY OF FORT WALTON BEACH -
ITB 24-014 - FERTILIZERS FOR GOLF COURSE AND SPORTS FIELDS

2024 Line Item	K-P-N Rating	Product Description	Brand	Packaging	Estimated Annual Quantity	Pricing Unit	Unit Price	Total Price	Alternate Product Quoted	Alternate Brand Quoted	Alternate Package Size Quoted
13	20-10-12	80% PCU - Muriate of Potash; 3MONTH 1% Iron; 1% Manganese		1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID

CITY OF FORT WALTON BEACH -
ITB 24-014 - FERTILIZERS FOR GOLF COURSE AND SPORTS FIELDS

2024 Line Item	K-P-N Rating	Product Description	Brand	Packaging	Estimated Annual Quantity	Pricing Unit	Unit Price	Total Price	Alternate Product Quoted	Alternate Brand Quoted	Alternate Package Size Quoted
All Mineral Fertilizers –											
14	21-0-0	MPAC SGN 170	Must be MPAC	50LB Bag		Bag	$15.75				
15	21-0-0	MPAC SGN 170	Must be MPAC	1000LB Bag		Ton	$682.00				
16	21-0-0	Solugreen Sprayable AS		50LB Bag		Bag	$15.49				
17	46-0-0	Sprayable Urea		50LB Bag		Bag	$20.49				
18		Ferrous Sulfate		50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
19	15.5 - 0-0-	Calcium Nitrate Sprayable		50LB Bag		Bag	$24.74				
Combination Products – Must be SGN 150 or smaller; Must be Sulfate of Potash; Must be Branded Active ingredients (Ronstar-Bayer, Dimension-Dow; PreM-BASF, Stonewall-Lesco)											
20	0-0-7	95% Mini Sulfate of Potash	Ronstar	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
21	0-0-7	.95% Mini Sulfate of Potash	Ronstar	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
22	20-2-10	.95% Mini 100% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Ronstar	50LB Bag		Bag	$53.34				
23	20-2-10	.95% Mini 100% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Ronstar	1000LB Bag		Bag	$1,063.98				
24	0-0-7	.21% Mini Sulfate of Potash	Dimension	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
25	0-0-7	.21% Mini Sulfate of Potash	Dimension	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
Combination Products – Must be SGN 150 or smaller; Must be Sulfate of Potash; Must be Branded Active ingredients (Ronstar-Bayer, Dimension-Dow; PreM-BASF, Stonewall-Lesco)											
26	18-2-18	.21% Mini 50% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Dimension	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
27	18-2-18	.21% Mini 50% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Dimension	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
28	0-0-8	1.5% Mini Sulfate of Potash	Pre-M	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
29	0-0-8	1.5% Mini Sulfate of Potash	Pre-M	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
30	19-0-19	1.31% Mini 50% PolyPlus - Sulfate of Potash; 3MONTH	Pre-M	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
31	19-0-19	1.31% Mini 50% PolyPlus - Sulfate of Potash; 3MONTH	Pre-M	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
32	0-0-8	.43% Mini Sulfate of Potash	Lesco-Stonewall	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID
33	0-0-8	.43% Mini Sulfate of Potash	Lesco-Stonewall	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID

CITY OF FORT WALTON BEACH -
ITB 24-014 - FERTILIZERS FOR GOLF COURSE AND SPORTS FIELDS

2024 Line Item	K-P-N Rating	Product Description	Brand	Packaging	Estimated Annual Quantity	Pricing Unit	Unit Price	Total Price	Alternate Product Quoted	Alternate Brand Quoted	Alternate Package Size Quoted
34	19-0-19	.43% Mini 50% PolyPlus - Sulfate of Potash; 1% Iron; 1% Manganese; 3MONTH	Lesco-Stonewall	50LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID

CITY OF FORT WALTON BEACH -
ITB 24-014 - FERTILIZERS FOR GOLF COURSE AND SPORTS FIELDS

2024 Line Item	K-P-N Rating	Product Description	Brand	Packaging	Estimated Annual Quantity	Pricing Unit	Unit Price	Total Price	Alternate Product Quoted	Alternate Brand Quoted	Alternate Package Size Quoted
Combination Products – Must be SGN 150 or smaller; Must be Sulfate of Potash; Must be Branded Active ingredients (Ronstar-Bayer, Dimension-Dow; PreM-BASF, Stonewall-Lesco)											
35	19-0-19	.43% Mini 50% PolyPlus - Sulfate of Potash; 1% Iron; 1% Manganese; 3MONTH	Lesco-Stonewall	1000LB Bag		Bag	NO BID	NO BID	NO BID	NO BID	NO BID

NOTE: BIDDERS MUST PROVIDE PRICES BASED ON THE INDICATED "BID UNITS".

FOB Point: **Delivered**

Terms of Payment: (e.g. Net 45): _____30_____

The City shall receive shipment or project completion notice within __5 - 7__ days from the date Vendor receives Official Purchase Order or Notice to Proceed.

Cover Sheet	YES
Bidder's Certification	YES
Addendum Page	YES
References	YES
Drug-Free Workplace Form	YES
Public Entity Crime Form	YES
Anti-Collusion Form	YES
Federal E-Verify Compliance Form	YES
Scrutinized Companies Form	YES
Price Sheet	YES
Additional Info (Insurance COI)	YES
Additional Info - Other Certifications)	NO

Prepared by Giuliana Scott, - Purchasing Mgr

SECTION 1.2 BIDDER'S CERTIFICATION – ITB 24-014

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Rentokil North America, Inc., dba Target Specialty Products
NAME OF BUSINESS

BY: _____
Signature

Hariven Cronk, Key Account Manager
NAME & TITLE **(type or print)**

1125 Berkshire Blvd Ste 150
MAILING ADDRESS

Wyomissing, PA 19610
CITY, STATE, ZIP CODE

(800-352-3870
TELEPHONE NUMBER

( )
FAX NUMBER

hariven.cronk@target-specialty.com
EMAIL ADDRESS

9/5/2024
DATE

SECTION 1.3 ADDENDUM PAGE – ITB 24-014

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. None Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

Rentokil North America, Inc., dba Target Specialty Products
NAME OF BUSINESS

BY: _____
Signature

Hariven Cronk, Key Account Manager
NAME & TITLE **(type or print)**

1125 Berkshire Blvd Ste 150
MAILING ADDRESS

Wyomissing, PA 19610
CITY, STATE, ZIP CODE

(800-352-3870
TELEPHONE NUMBER

( )
FAX NUMBER

9/5/2024
DATE

SECTION 1.4 REFERENCES ITB 24-014

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar product that has been delivered within the last five (5) years.**

REGARDING PROPOSER / BIDDER: Target Specialty Products

Name: Kelly Plantation Golf course	**Name:** Bluewater Bay Golf Course
Contact: Kevin Churchill	Contact: Dennis Stein
Address: 305 Kelly Plantation Drive	Address: 2300 Bluewater Bay Blvd
Destin, FL 32541	Niceville, FL 32578
Telephone: 850-650-7600	Telephone: 850-897-3613
Email Address: kchurchill@kellyplantationgolf.com	Email Address: dennissteinbwb@gmail.com
Name: Bay Point Golf club	**Name:** Emerald Bay Golf
Contact: Dustin Powell	Contact: Scott Sewell
Address: 3300 Jan Cooley Dr	Address: 4781 Clubhouse
Panama City Beach, FL 32408	Destin Fl 32541
Telephone: 850-235-6950	Telephone: 850-8375197
Email Address:	Email Address

SECTION 1.5 DRUG-FREE WORKPLACE FORM ITB 24-014

The undersigned vendor, on September 9, 2024, in accordance with Section 287.087, Florida Statutes, certifies that [business] Rentokil North America, Inc., dba Target Specialty Products does:

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: Rentokil North America, Inc., dba Target Specialty Products

BY: _____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED: Hariven Cronk, Key Account Manager

SECTION 1.6 PUBLIC ENTITY CRIMES FORM – ITB 24-014

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract # ITB 24-014

This sworn statement is submitted by Hariven Cronk whose business address is Rentokil North America, Inc., dba Target Specialty Products and (if applicable) Federal Employer Identification Number (FEIN) is 23-1568350 (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is Hariven Cronk and my relationship to the entity named above is Key Account Manager.

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

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

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

- A predecessor or successor of a person convicted of a public entity crime (or)
- An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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

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

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

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ 9/9/24
(Signature) (Date)

STATE OF: California COUNTY OF: Orange

The foregoing instrument was acknowledged before me on the 9th day of September, 2024 by means of ✓ physical presence or ___ online notarization by Hariven Fennercronk
(Name of Person Acknowledging)

and Hariven Fennercronk in their representative capacity as Key Account Manager and
(Name of Person Acknowledging) (TITLE)

Key Account Manager of the Operator, who _____ is personally known to me or ✓ has
(TITLE)

produced CA Driver's License as identification.
(TYPE OF IDENTIFICATION)

_____
Notary & Seal

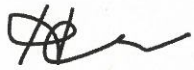
My Commission expires : 12/04/2027

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

NATHAN SHETLAND
COMM. # 2471342
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. DEC. 4, 2027

1.7 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed Proposer has not divulged to, discussed or compared their bid with other proposers and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Rentokil North America, Inc., dba Target Specialty Products	
Proposer's Company Name	Authorized Signature
1125 Berkshire Blvd Ste 150	Hariven Cronk
	Signature Name – Printed
Wyomissing, PA 19610	Key Account Manager
Address	Title
800-352-3870	hariven.cronk@target-specialty.com
Phone #	Email
23-1568350	
Federal ID # or SS #	

1.8 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 9/5/2024 SIGNATURE: 

COMPANY: Rentokil North America, Inc., dba Target Specialty Products NAME: Hariven Cronk

ADDRESS: 1125 Berkshire Blvd Ste 150
Wyomissing, PA 19610

TITLE: Key Account Manager

E-MAIL: hariven.cronk@target-specialty.com

PHONE NO.: 800-352-3870

FAX NO.:

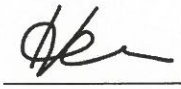
1.9 SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:

By signing and submitting this bid, the undersigned proposer hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of $1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: 9/5/2024

SIGNATURE: 

NAME: Hariven Cronk

TITLE: Key Account Manager

COMPANY: Rentokil North America, Inc., dba Target Specialty Products

ADDRESS: 1125 Berkshire Blvd Ste 150
Wyomissing, PA 19610

E-MAIL: hariven.cronk@target-specialty.com

SECTION II: GENERAL CONDITIONS

2.1 **EXECUTION OF BID**: Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 **SUBMITTAL OF BIDS**: Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 **AMENDMENT OF THE INVITATION TO BID**: It is the bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 **BIDDER'S CERTIFICATION FORM**: Each bidder shall complete the "Bidder's Certification" form included with this Invitation to Bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 **DRUG FREE WORKPLACE PREFERENCE FORM** : Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 **PUBLIC ENTITY CRIMES FORM**: A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 **SPECIFICATIONS REQUIRED**: All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS**: Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 **PRICES, TERMS, and PAYMENT**: All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 **TRADE NAMES**

2.10.1 In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

2.10.2 The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states in their bid or proposal exactly what they propose to furnish and forwards with their bid a clear illustration or other descriptive material which will clearly indicate the character of the article covered by their bid.

2.10.3 The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

2.10.4 If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, a bidder may be required to submit working drawings or sufficient detailed descriptive data to enable the City to determine if such specification requirements are met.

2.11 **DISCOUNTS**: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.12 **EFFECTIVE PERIOD**: Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.13 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.13.1 Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Manager and sole contact listed below in Section 2.13.4.**

2.13.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

2.13.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to www.BidNetDirect.com/Florida and/or www.fwb.org/bids.aspx (Purchasing Division links) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

2.13.4 Direct all inquiries to:

Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway, SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org

Websites: www.BidNetDirect.com/Florida and www.fwb.org/bids.aspx.

2.14 **SEALED BIDS**: All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

SECTION V: 24-014 PRODUCT PRICING SHEET (4 PAGES): (Submit with bid)

5.1 Use ITB 24-014 Exhibit A (spreadsheet) to list all pricing and notes for your bid submission. No other formats will be accepted. If you wish to obtain an electronic spreadsheet version to work with, contact gscott@fwb.org.

5.2 NOTE: BIDDERS MUST PROVIDE PRICES BASED ON THE INDICATED "BID UNITS". FAILURE TO BID AS REQUESTED MAY RENDER YOUR BID NON-RESPONSIVE.

5.3 Recheck your quotations prior to submission. Bids may not be changed after being opened.

5.4 Remember to fill in these two items, at the end of the price sheet:

2. Terms of Payment: (e.g. Net 45) Net 30

3. The City shall receive shipment or project completion notice within 15 days from the date Vendor receives Official Purchase Order or Notice to Proceed.

SECTION VI: NOTICE TO BIDDERS
CITY OF FORT WALTON BEACH, FLORIDA

BID NUMBER: ITB No. 24-014 **Date: Aug. 08, 2024**

The City of Fort Walton Beach will accept sealed bids at City Hall until Sep. 10, 2024, at 2:30 PM, local time, at which time all bids received will be opened and read aloud at the City Hall Annex Building Purchasing Division Office, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida, for the following:

ITB 24-014: FERTILIZERS (ANNUAL PURCHASE)

Copies of Bid Provisions and Bid Forms may be found at the Florida Bid System website at www.BidNetDirect.com/Florida (registration required) or at the City of Fort Walton Beach website at www.FWB.org/bids.aspx.

Additional technical information relative to this bid may be obtained from Giuliana Scott, Purchasing Manager, at (850) 833-9523 or gscott@fwb.org during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope:

ITB 24-014: FERTILIZER (ANNUAL BID)

Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have their bid considered.

Address responses and deliver to:

Purchasing Division
City of Fort Walton Beach
105 Miracle Strip Parkway, SW
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

EXHIBIT A – PRICE SHEET – 5pgs (as paper document (8.5 x 14 size paper)
COMPLETE THESE PRICE SHEETS AND INCLUDE WITH BID PACKAGE.
BIDDER MAY USE THIS PAPER COPY, or may use the MS Excel fillable spreadsheet posted on www.FWB.org/bids.aspx.

CITY OF FORT WALTON BEACH - ITB 24-014 - FERTILIZERS FOR GOLF COURSE AND SPORTS FIELDS											
2024 Line Item	**K-P-N Rating**	**Product Description**	**Brand**	**Packaging**	**Estimated Annual Quantity**	**Pricing Unit**	**Unit Price**	**Total Price**	**Alternate Product Quoted**	**Alternate Brand Quoted**	**Alternate Package Size Quoted**
							VENDOR NAME:				
Greens Grade Fertilizers – Must be SGN 100 or Smaller; Only use Sulfate of Potassium. Maximum amount of Chlorine allowable must be 2% or less.											
1	13-2-13	97% PolyPlus - Sulfate of Potash; 4% Sulpher; 3.6% Iron; 2.7% Manganese		50LB Bag		Bag					
2	8-3-17	90% PolyPlus - Sulfate of Potash; 5.5% Sulfur – 4.10% Iron; 3.3% Manganese; 2.2% Magnesium.		50LB Bag		Bag					
3	14-2-14	40% PolyPlus - 40% AS Sulfate of Potash; 10% Sulfur; 2.40% Iron; 2.0% Manganese; 0.90 Magnesium		50LB Bag		Bag					

4	14-2-14	97% AS - Sulfate of Potash: 17% Sulfur; 0.90% Iron; 0.80 Manganese		50LB Bag		Bag					
5	12-24-14	50% PolyPlus Sulfate of Potash: 5.15% Sulfur; 0.23% Iron; 0.21% Manganese		50LB Bag		Bag					
6	0-0-28	Sulfate of Potash: 9% Sulfur; 7.5% Iron; 6.5% Manganese		50LB Bag		Bag					
7	0-0-22	K-Mag Sulfate of Potash - 22% Sulfur; 10.8% Manganese	Thrive-Branded	50LB Bag		Bag					
8	6-3-0	100% Biosolids - 1% Iron		40LB Bag		Bag					
Fertilizers – Must be SGN 240 or Smaller; Must quote Sulfate of Potash unless noted.											
9	6-3-0	Total Nitrogen (N)…..6.00% 4.50% Water Insoluble Nitrogen* 1.5% Water Soluble Nitrogen Avalible Phosphate (P205)…..3.00% Calcium (Ca)…..2.00% Magnesium (Mg)…..0.20% Iron (Fe) …..1.00%	GreenEdge	1000LB Bag		1/2 Ton					

		*4.50% Slowly Available Nitrogen: From Biosolids										
10	20-2-20	100% PolyPlus - Sulfate of Potash; 3MONTH		50LB Bag		Bag						
11	20-2-20	100% PolyPlus - Sulfate of Potash; 3MONTH		1000LB Bag		Bag						
12	20-10-12	80% PCU - Muriate of Potash; 3MONTH 1% Iron; 1% Manganese		50LB Bag		Bag						
13	20-10-12	80% PCU - Muriate of Potash; 3MONTH 1% Iron; 1% Manganese		1000LB Bag		Bag						
All Mineral Fertilizers –												
14	21-0-0	MPAC SGN 170	Must be MPAC	50LB Bag		Bag						
15	21-0-0	MPAC SGN 170	Must be MPAC	1000LB Bag		Ton						
16	21-0-0	Solugreen Sprayable AS		50LB Bag		Bag						
17	46-0-0	Sprayable Urea		50LB Bag		Bag						
18		Ferrous Sulfate		50LB Bag		Bag						
19	15.5 - 0-0-	Calcium Nitrate Sprayable		50LB Bag		Bag						
Combination Products – Must be SGN 150 or smaller; Must be Sulfate of Potash; Must be Branded Active ingredients (Ronstar-Bayer, Dimension-Dow; PreM-BASF, Stonewall-Lesco)												
20	0-0-7	95% Mini Sulfate of Potash	Ronstar	50LB Bag		Bag						
21	0-0-7	.95% Mini Sulfate of Potash	Ronstar	1000LB Bag		Bag						

22	20-2-10	.95% Mini 100% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Ronstar	50LB Bag		Bag					
23	20-2-10	.95% Mini 100% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Ronstar	1000LB Bag		Bag					
24	0-0-7	.21% Mini Sulfate of Potash	Dimension	50LB Bag		Bag					
25	0-0-7	.21% Mini Sulfate of Potash	Dimension	1000LB Bag		Bag					
Combination Products – Must be SGN 150 or smaller; Must be Sulfate of Potash; Must be Branded Active ingredients (Ronstar-Bayer, Dimension-Dow; PreM-BASF, Stonewall-Lesco)											
26	18-2-18	.21% Mini 50% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Dimension	50LB Bag		Bag					
27	18-2-18	.21% Mini 50% PolyPlus; Sulfate of Potash; 2% Iron; 1% Manganese; 3MONTH	Dimension	1000LB Bag		Bag					
28	0-0-8	1.5% Mini Sulfate of Potash	Pre-M	50LB Bag		Bag					
29	0-0-8	1.5% Mini Sulfate of Potash	Pre-M	1000LB Bag		Bag					
30	19-0-19	1.31% Mini 50% PolyPlus - Sulfate of Potash; 3MONTH	Pre-M	50LB Bag		Bag					
31	19-0-19	1.31% Mini 50% PolyPlus - Sulfate of Potash; 3MONTH	Pre-M	1000LB Bag		Bag					
32	0-0-8	.43% Mini Sulfate of Potash	Lesco-Stonewall	50LB Bag		Bag					

33	0-0-8	.43% Mini Sulfate of Potash	Lesco-Stonewall	1000LB Bag		Bag						
34	19-0-19	.43% Mini 50% PolyPlus - Sulfate of Potash; 1% Iron; 1% Manganese; 3MONTH	Lesco-Stonewall	50LB Bag		Bag						
Combination Products – Must be SGN 150 or smaller; Must be Sulfate of Potash; Must be Branded Active ingredients												
35	19-0-19	.43% Mini 50% PolyPlus - Sulfate of Potash; 1% Iron; 1% Manganese; 3MONTH	Lesco-Stonewall	1000LB Bag		Bag						

NOTE: BIDDERS MUST PROVIDE PRICES BASED ON THE INDICATED "BID UNITS".

FOB Point: **Delivered**

Terms of Payment: (e.g. Net 45): 30

The City shall receive shipment or project completion notice within 5 - 7 days from the date Vendor receives Official Purchase Order or Notice to Proceed.

Cover Sheet	YES
Bidder's Certification	YES
Addendum Page	YES
References	YES
Drug-Free Workplace Form	YES
Public Entity Crime Form	YES
Anti-Collusion Form	YES
Federal E-Verify Compliance Form	YES
Scrutinized Companies Form	YES
Price Sheet	YES
Additional Info (Insurance COI)	YES
Additional Info - Other Certifications)	NO

Prepared by Giuliana Scott, - Purchasing Mgr

END OF DOCUMENT

INVITATION TO BID

ISSUE DATE: Aug. 08, 2024

BID NO: ITB 24-014

OPENING DATE: Sept. 10, 2024

OPENING TIME 2:30 PM CST

City of Fort Walton Beach, Florida
Purchasing Division
105 Miracle Strip Pkwy SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523
Fax: (850) 833-9643
Website: http://www.fwb.org

BID REQUESTED:

FERTILIZERS (ANNUAL PURCHASE)

The City of Fort Walton Beach invites bids for **FERTILIZERS (Annual Purchase). Bids will be opened and publicly read aloud at City Hall Annex Bldg. – Training Room, City of Fort Walton Beach, 105 Miracle Strip Parkway SW, Fort Walton Beach, Florida at 2:30 PM (CST)** on **Sept. 10, 2024.** Bids must be SUBMITTED ON THE FORMS FURNISHED BY THE CITY and in accordance with specifications and the list of quantities desired.

Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below.**

It is the intent and purpose of the City of Fort Walton Beach that this Invitation to Bid promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the bid opening date.

Sincerely,

Giuliana Scott
Purchasing Manager

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1.0 INSTRUCTIONS FOR SUBMITTING BID RESPONSE FOR ITB 24-014:

1. **Bidders are expected to examine this bid form and all instructions. Failure to do so will be at the Bidder's risk.**

2. All prices and notations must be in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by person signing bid. All bids must be signed with the firm name and by a responsible officer or employee.

3. Each Bidder shall furnish all the information required on the Bid form and each accompanying sheet on which he/she makes an entry.

4. **Unit price for each unit bid shall be shown for the unit size requested**. A total shall be entered in the amount column for each item bid. In case of discrepancy between a unit price and extended price, the unit prices will be presumed to be correct. Failure to show unit prices may render a bid as non-responsive.

5. Although the City generally awards bids based on a "lump sum" basis to the bidder submitting the lowest responsive and responsible total bid as shown on the Invitation to Bid cover sheet, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided, clearly indicating which items are bid and which are not. **Failure to submit these pages will render such bid non-responsive.**

6. The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at clerk@fwb.org to make a request. For Hearing Impaired the TDD line that is honored throughout the United States is the Telecommunications Relay Service (TRS) and can be reached by dialing 711. Below is a link with the details:

https://www.fcc.gov/sites/default/files/telecommunications_relay_service.pdf

BID CHECKLIST: **Bidders are cautioned to assemble the bid packet using this check list*:***

_____ Invitation to Bid Cover Sheet with Total Amount of bid Stated on it
_____ Signed Bidder's Certification Page
_____ Addendum Page
_____ References Completed
_____ Drug Free Workplace Form, Public Entities Crime Form
_____ Anti-Collusion Statement, Federal E-Verify, and Scrutinized Companies Form
_____ Invitation to Bid Price Schedule, Unit Price and Total Price Columns Completed
_____ Bid Label Prepared as Specified
N/A Bid Bond

SPECIAL ITEMS (APPLICABLE TO THIS BID ONLY):

_____ Insurance (See Special Conditions)
_____ Exceptions to Specifications on company letterhead (See General Conditions 2.7)
_____ Product Specifications (See General Conditions 2.8)

NOTE: PLEASE ENSURE THAT ALL DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BID IN ACCORDANCE WITH THIS INSTRUCTION SHEET.

SECTION I: REQUIRED FORMS

SECTION 1.1 COVER SHEET

ITB TITLE: FERTILIZERS (ANNUAL PURCHASE)

ISSUE DATE: 08/08/2024 **BID NO: ITB 24-014**

This completed form must appear as the top sheet for all bids submitted.

NO BID BOND REQUIRED FOR THIS BID

Total Amount of bid or Base bid **$** N/A

INDICATE METHOD OF BID BOND FURNISHED BELOW

Amount of bid Bond	**(5%)**	**$ N/A**
Amount of Cashier's Check	**(5%)**	**$ N/A**
Amount of Certified Check	**(5%)**	**$ N/A**

All Items bid? Yes ____ No ____

Submitted by:

NAME OF BUSINESS	**BY: SIGNATURE**
MAILING ADDRESS	**NAME & TITLE (type or print)**
CITY, STATE, ZIP CODE	**EMAIL ADDRESS**
( ) TELEPHONE NUMBER	**( ) FAX NUMBER**

SECTION 1.2 BIDDER'S CERTIFICATION – ITB 24-014

I have carefully examined the Invitation to Bid (ITB), Instructions to Bidders, General and Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation.

I hereby propose to furnish the goods or services specified in the Invitation at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:_____
Signature

_____
NAME & TITLE **(type or print)**

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(_____)_____
TELEPHONE NUMBER

(_____)_____
FAX NUMBER

_____
EMAIL ADDRESS

_____
DATE

SECTION 1.3 ADDENDUM PAGE – ITB 24-014

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. _____ Dated_____

Addendum No. _____ Dated_____

Addendum No. _____ Dated_____

Addendum No. _____ Dated_____

FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE BID PRICES IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE BID.

_____
NAME OF BUSINESS

BY: _____
Signature

_____
NAME & TITLE **(type or print)**

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(_____) _____
TELEPHONE NUMBER

(_____) _____
FAX NUMBER

_____
DATE

SECTION 1.4 REFERENCES ITB 24-014

Bidder shall submit as a part of the bid package, four (4) business references with name of the business, address, contact person, and telephone number. **All references shall be for similar product that has been delivered within the last five (5) years.**

REGARDING PROPOSER / BIDDER: _____

Name:	**Name:**
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address:
Name:	**Name:**
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email Address:	Email Address

SECTION 1.5 DRUG-FREE WORKPLACE FORM ITB 24-014

The undersigned vendor, on _____, 2024, in accordance with Section 287.087, Florida Statutes, certifies that [business] _____ does:

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

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

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

NAME OF BUSINESS: _____

BY:_____
SIGNATURE

NAME & TITLE, TYPED OR PRINTED:_____

SECTION 1.6 PUBLIC ENTITY CRIMES FORM – ITB 24-014

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted with Proposal, Proposal or Contract #_____

This sworn statement is submitted by_____whose business address is_____and (if applicable) Federal Employer Identification Number (FEIN) is_____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is _____and my relationship to the entity named above is_____.

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

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

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

- A predecessor or successor of a person convicted of a public entity crime (or)

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

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

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

_____Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (please attach a copy of the final order)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

_____ _____
(Signature) (Date)

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me on the _____ day of _____,

2024 by means of ___ physical presence or ___ online notarization by _____
(Name of Person Acknowledging)

and _____ in their representative capacity as_____ and
(Name of Person Acknowledging) (TITLE)

_____ of the Operator, who _____ is personally known to me or_____ has
(TITLE)
produced _____ as identification.
(TYPE OF IDENTIFICATION)

_____
Notary & Seal

My Commission expires

1.7 ANTI-COLLUSION STATEMENT

ANTI-COLLUSION STATEMENT: The below signed Proposer has not divulged to, discussed or compared their bid with other proposers and has not colluded with any other parties to bid whatsoever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from bid list(s).

Proposer's Company Name	Authorized Signature
	Signature Name – Printed
Address	Title
Phone #	Email
Federal ID # or SS #	

1.8 FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Executive Order Number 11-116 from the Office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the CITY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____ SIGNATURE: _____

COMPANY: _____ NAME: _____

ADDRESS: _____ TITLE: _____

_____

_____

E-MAIL: _____

PHONE NO.: _____

FAX NO.: _____

1.9 SCRUTINIZED COMPANIES PURSUANT TO FL STATUTES 287.135 & 215.473:

By signing and submitting this bid, the undersigned proposer hereby certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria (for bid amounts of $1,000,000 or more).

Any contract with the City of Fort Walton Beach for goods and/or services of any amount, entered into on or after July 1, 2019, may be terminated at the sole option of the City, at no cost to the City, if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or if the company is found to have submitted a false certification as provided under subsection (5) of F.S.287-135.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____ SIGNATURE: _____

NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

_____

_____

E-MAIL: _____

SECTION II: GENERAL CONDITIONS

2.1 **EXECUTION OF BID**: Bid must contain a manual signature of an authorized representative in the space provided. Florida law requires that when a municipality enters into a contractual agreement with a corporation licensed to do business in the State of Florida, such agreement shall be signed by two (2) Corporate Officials (i.e., President, Vice President, Secretary, Treasurer) with the corporate seal affixed. It is also required that such execution be acknowledged before a Notary Public with Notary Seal affixed. If neither the aforementioned corporate officers nor the corporate seal are readily available, a letter of authorization can be submitted in lieu of these requirements. Such letter of authorization must be on the corporate stationery, must clearly state that the person who signed the referenced agreement is duly authorized to enter into such agreement on behalf of the corporation and must be signed by the corporate officials designated above. Failure to submit letter of authorization within two (2) weeks after notification of award may result in award to the next apparent low bidder.

2.1.1 In the case of a partnership, the agreement must be signed by a general or managing partner and notarized as outlined above.

2.1.2 In the case of a sole proprietorship, the owner must sign the agreement and have such execution notarized.

2.1.3 If you have any questions regarding the execution of the signature page, please feel free to contact the Purchasing Division at (850) 833-9523 for further clarification.

2.2 **SUBMITTAL OF BIDS**: Bids shall be submitted utilizing the bid form(s) provided by the City. All bids shall be properly executed with all blank spaces filled in. The signatures of all persons signing shall be in longhand. Erasures, interlineations, or other corrections shall be authenticated by affixing in the margin immediately opposite the correction the initials of a person signing the bid. If the unit price and the total amount named by a bidder for any item are not in agreement the unit price alone shall be considered as representing the bidder's intention, and the totals shall be corrected.

2.3 **AMENDMENT OF THE INVITATION TO BID**: It is the bidder’s responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid (or complete and sign addenda acknowledgement form.) The failure of a bidder to submit acknowledgment of any addenda that affects the bid price(s), is considered a major irregularity and will be cause for rejection of the bid.

2.4 **BIDDER'S CERTIFICATION FORM**: Each bidder shall complete the "Bidder's Certification" form included with this Invitation to Bid, and submit the form with the bid. The failure of a bidder to submit this document will be cause for rejection of the bid.

2.5 **DRUG FREE WORKPLACE PREFERENCE FORM** : Pursuant to § 287.087, Fla. Stat., the City must give preference to businesses that have implemented a drug-free workplace programs whenever two or more bids, proposals, or replies are equal in price, quality, and service. If your business has implemented a drug free workplace program, you must provide a copy of all documents, rules, policies and procedures adopted by your business that satisfy the requirements of § 287.087.

2.6 **PUBLIC ENTITY CRIMES FORM**: A person or affiliate, as defined in § 287.133, Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in § 287.01, Fla. Stat., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a bid, you are certifying your company is in compliance with § 287.133, Fla. Stat.

2.7 **SPECIFICATIONS REQUIRED**: All items quoted must be in compliance with the specifications. If you are taking exception, indicate those exceptions on company letterhead and attach to this Invitation to Bid.

2.8 **ALTERNATIVES/SUBSTITUTIONS TO SPECIFICATIONS**: Any alternatives or substitutions to the attached specifications must be clearly delineated, set out and submitted with the bid (use separate sheets of paper and make them part of the bid).

2.9 **PRICES, TERMS, and PAYMENT**: All prices must be firm for the delivery schedule quoted in the specifications. Bids stipulating "Price in effect at time of shipment" or other similar conditions will be considered not responsive to the bid invitation and will not be accepted. All prices shall be quoted F.O.B. delivered to any City of Fort Walton Beach Department unless otherwise stipulated in the bid invitation. Bidder is requested to offer cash discount for prompt invoice payment. It is the policy of the City of Fort Walton Beach to make payments of invoices in time to earn any offered cash discounts. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the Finance Department office, whichever is later.

2.10 **TRADE NAMES**

2.10.1 In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "EQUAL" unless the proposed "EQUAL" is definitely indicated therein by the bidder.

2.10.2 The reference to a name brand is intended to be descriptive but not restrictive and only to indicate to the prospective bidder articles that will be satisfactory. Bids on other makes and catalogs will be considered, provided the bidder clearly states in their bid or proposal exactly what they propose to furnish and forwards with their bid a clear illustration or other descriptive material which will clearly indicate the character of the article covered by their bid.

2.10.3 The City hereby reserves the right to approve as an equal, or to reject as not being equal, any article the bidder proposes to furnish which contains major or minor variations from the specification requirements but may comply substantially therewith.

2.10.4 If no particular brand, model, or make is specified and if no data is required to be submitted with the bid, a bidder may be required to submit working drawings or sufficient detailed descriptive data to enable the City to determine if such specification requirements are met.

2.11 **DISCOUNTS**: Bidders may offer a cash discount for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes. Discount will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later.

2.12 **EFFECTIVE PERIOD**: Prices quoted in the bid must remain open for a period of ninety (90) days from the date of bid opening.

2.13 **QUESTIONS REGARDING SPECIFICATIONS OR BIDDING PROCESS:**

2.13.1 Respondents are advised that from the date of release of this solicitation until award of the contract, **no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Manager and sole contact listed below in Section 2.13.4.**

2.13.2 Any questions related to interpretation of specifications or the bid process shall be addressed to the Purchasing Manager, in writing, in ample time before the period set for the receipt and opening of bids. No inquiries, if received within ten (10) days of the date set for the receipt of bids, will be given any consideration. Any interpretation made to prospective bidders will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed to all prospective bidders no later than five (5) days before the date set for receipt of bids. Oral answers will not be authoritative.

2.13.3 It will be the responsibility of the bidder to contact the Purchasing Division or go to www.BidNetDirect.com/Florida and/or www.fwb.org/bids.aspx (Purchasing Division links) prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and return executed addenda with the bid.

2.13.4 Direct all inquiries to:

Giuliana Scott, Purchasing Manager
Purchasing Division, City of Fort Walton Beach
105 Miracle Parkway, SW
Fort Walton Beach, Florida 32548
Telephone: (850) 833-9523 Fax: (850) 833-9643
Email: gscott@fwb.org

Websites: www.BidNetDirect.com/Florida and www.fwb.org/bids.aspx.

2.14 **SEALED BIDS**: All bids must be submitted in a sealed envelope. The face of the envelope shall contain the date and time of the bid opening and the bid number. Bids not submitted on the City's bid forms may be rejected. All bids are subject to the conditions specified and on any attached sheets, specifications, special conditions or vendor notes.

2.15 **RECEIPT OF BIDS, DUE DATE:**

2.15.1 **Sealed bids shall be submitted to the Office of the Purchasing Division no later than 2:30 PM (CST), on Sep. 10, 2024.** Bids shall not be accepted after this time and date. Each bid shall be submitted in a sealed envelope marked with the bid number, title of the bid, and bid opening date.

2.15.2 Neither faxed nor electronically submitted bids will be accepted. Be sure to include the name of the company submitting the bid, where requested.

2.15.3 Sealed bids are to be addressed as follows for either mail or hand delivery. Bids submitted by mail must be received by the Purchasing Manager before the bid opening time.

2.15.4 To facilitate the bid process, the City encourages bidders to use the electronic price sheet available at www.fwb.org/bids.aspx. Go to 24-014 and click on Exhibit A. This completed form may be saved on a flash-drive and delivered with the rest of the bidder's package.

2.15.5 **Cut out & use the label printed here, and affix to your OUTER sealed bid envelope to identify it as a "Sealed Bid".**



Deliver to: **Purchasing Mgr – City Hall Annex Building**
City of Fort Walton Beach
105 Miracle Strip Pkwy SW
Fort Walton Beach, FL 32548

SEALED BID DO NOT OPEN

SEALED ITB#: 24-014

ITB TITLE: Fertilizers (Annual Purchase)

DUE DATE/TIME: 08/08/2024 2:30 PM – Central Time

2.16 **WITHDRAWAL OF BIDS**: Bidders may withdraw a bid after it has been deposited with the Purchasing Division's Office any time before the scheduled time for opening the bids.

2.17 **BID OPENING**: Bid Opening shall be public, on the date and at the time specified on the bid form. It is the bidder's responsibility to assure that bids are delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be returned but will be retained in the "BID FILE" unopened. Offers by telephone for a sealed bid cannot be accepted.

2.18 **AWARD OR REJECTION OF BIDS**: The contract will be awarded to the lowest responsive and responsible bidder(s) complying with all the provisions of the Invitation to Bid, provided the bid price is reasonable and it is in the interest of the City to accept it.

2.18.1 The City of Fort Walton Beach reserves the right to reject any or all bids and to waive any informality in bids received whenever such rejection or waiver is in the interest of the City. The City of Fort Walton Beach also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a bidder who investigation shows is not in a position to perform the contract.

2.18.2 Award will be made in approximately ninety (90) days. It is incumbent on bidders to contact the Purchasing Division at (850) 833-9523 to determine the successful bidder(s). Bidders or respondents who do not agree with the City Council's award are afforded the opportunity to protest the recommendation by submitting a written vendor protest to the Purchasing Division within three (3) business days after City Council has awarded the purchase. Failure to file a written vendor protest within three (3) business days shall constitute a waiver of proceedings under this policy.

2.18.3 In the best interest of the City, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof, with one or more suppliers; to reject any and all bids, or to waive any informality or technicality in bids received.

2.19 **SELECTION / REJECTION OF OPTIONS/ALTERNATIVES**: If an Invitation to Bid permits options or alternatives, the City reserves the right to select or reject any or all options or alternatives that are bid and as deemed to be in the best interests of the City.

2.20 **BID TABULATION & EVALUATION**: Bidders may request copies of the bid tabulation documents via email, in person or by sending a stamped, self-addressed envelope with the bid. Bid Tabulations will not be provided by telephone.

2.21 **MISTAKES**: Bidders are expected to examine the specifications, delivery schedules, bid prices, and all instructions pertaining to supplies and services. Failure to do so will be at the bidder's risk.

2.22 **CONDITION and PACKAGING**: It is understood and agreed that any item offered or shipped as a result of this bid shall be new and the current production model at the time of this bid, unless otherwise specified. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

2.23 **MARKING**: Each individual container shall be marked with the brand name of the product, quantity and the name and address of the manufacturer. Each shipping container shall include the name of the vendor and must also clearly indicate the City of Fort Walton Beach Purchase Order Number.

2.24 **SAFETY STANDARDS**: Unless otherwise specified in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements and standards of the Occupational Safety and Health Act.

2.25 **TAX EXEMPT**: The City does not pay federal excise and state sales taxes. Our tax exemption number is 85-8012740106C-0 and is on our purchase orders.

2.26 **POLITICAL SUBDIVISIONS CONTRACTS**: Under Florida Law, prices contained in State Contracts shall be available to the City of Fort Walton Beach, who might wish to purchase under a State Purchase Contract. The City reserves the right to purchase from a State Purchase Contract if in the best interest of the City.

2.27 PIGGYBACK PROVISIONS: Under the Florida lnter-local Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.

3.12.1 The submission of any bid in response to this ITB constitutes an offer made under the same basis of pricing; terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer in their submitted proposal.

3.12.2 Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

2.28 **CONFLICT OF INTEREST**: Any award of contract for this Invitation to Bid is subject to Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Fort Walton Beach. Further, all bidders must disclose the name of any City of Fort Walton Beach officer, director, or employee who owns, directly or indirectly, an interest of ten percent (10%) or more of the bidder's firm or any of its branches or who has any contractual relationship or agreement of any kind with the bidder. The bidder warrants that no one was paid a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified herein.

2.29 **INSPECTION, ACCEPTANCE, and TITLE**: Inspection and acceptance will be at destination unless otherwise stipulated by the City. Title and risk of loss or damage to all items shall be the responsibility of the shipper (vendor) until accepted by the using department of the City of Fort Walton Beach, unless loss of damage results from negligence by the City of Fort Walton Beach or its Departments.

2.30 **LEGAL REQUIREMENTS**: Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the item(s) covered in the specifications of this Invitation To Bid shall apply. Lack of knowledge by the bidder will in no way be cause for relief from such responsibility.

2.31 **LIABILITY**: The vendor shall hold and save the City of Fort Walton Beach, its officers, agents and employees harmless from liability of any kind in the performance of or fulfilling the requirements of any purchase order which may result from this bid.

2.32 **FISCAL YEAR FUNDING APPROPRIATION**: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any,

are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of adequate funds by City Council.

2.33 **CANCELLATION DUE TO UNAVAILABILITY OF FUNDS**: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

2.34 **INVOICING and PAYMENT**: The awarded bidder shall be paid upon submission of **INVOICES TO: Accounts Payable, City of Fort Walton Beach, 107 Miracle Strip Pkwy SW, Fort Walton Beach, Florida 32548**. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the City of Fort Walton Beach Purchase Order Number.

2.35 **FLORIDA PROMPT PAYMENT ACT**: Per FL Statutes 218.70, for purposes of billing submission and payment procedures, a "proper invoice" by a contractor, vendor or other invoicing party shall consist of at least all of the following:

2.35.1 A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);

2.35.2 The amount due, applicable discount(s), and the terms thereof;

2.35.3 The full name of the vendor, contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number;

2.35.4 The Purchase Order or Contract number as supplied by the City; and

2.35.5 Identification by office or department where and to whom the goods were delivered or services provided.

2.35.6 **All invoices shall be delivered to Accounts Payable. City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.**

2.35.7 The invoice must be based on a proper delivery, installation, or provision of the goods and/or services to and acceptance by the City; the vendor, contractor or other party who is supplying the goods and/or services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements are in compliance with those requirements.

2.36 **INVOICE DISPUTE RESOLUTION**: If there is a dispute between the City and the contractor, vendor or other invoicing party ("invoicing party") concerning payment of an invoice, the City department or office which has the dispute along with a representative of the City's Purchasing Division and the invoicing party shall meet to consider the disputed issues.

2.36.1 Either party can initiate the dispute procedure. This procedure shall be initiated by either party, notifying the other in writing of a dispute and stating with specificity its nature.

2.36.3 This procedure shall commence not later than 45 days after the receipt or denial of an invoice and shall be resolved not later than 60 days after the date on which the proper invoice was received by the City.

2.36.2 The invoicing party shall provide to the City such material and information as the City may reasonably require. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and information to the Financial Services Director.

2.36.1 If the issue cannot be resolved, then it will be submitted to the Finance Director. The Financial Services Director shall review all materials and information and conduct a meeting with the invoicing party and the responsible City office, division, or department.

2.36.4 The Financial Services Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute. Any decision by the Finance Director shall constitute the final decision of the City regarding these matters and shall be communicated in writing to the invoicing party within three business days after such decision.

2.37 **RIGHT TO AUDIT RECORDS**: The City shall be entitled to audit the books and records of the awarded bidder or any sub-awarded bidder to the extent that such books and records relate to the performance of the Agreement or any sub-contract to the Agreement. Such books and records shall be maintained by the awarded bidder for a period of three (3) years from the date of final payment under the Agreement and by the sub-awarded bidder for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

2.38 PUBLIC RECORDS

IF AWARDED BIDDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AWARDED BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK – CITY OF FORT WALTON BEACH
107 MIRACLE STRIP PARKWAY SW
FORT WALTON BEACH, FLORIDA 32548
850-833-9509 **clerk@fwb.org**

2.38.1 Awarded bidder shall keep and maintain public records required by the City to perform the services contained in this Agreement. Upon request from the City's custodian of public records, awarded bidder shall 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 costs provided for in Chapter 119, Florida Statutes or as otherwise provided by law.

2.38.2 Awarded bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term, and following completion of the contract if the awarded bidder does not transfer the records to the City.

2.38.3 Upon completion of the contract, awarded bidder shall transfer, at no cost, to the City all public records in possession of the awarded bidder or keep and maintain public records required by the City to perform the service. If awarded bidder transfers all public records to the City upon completion of the contract, awarded bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If awarded bidder keeps and maintains public records upon completion of the contract, awarded bidder shall meet all applicable requirements for retaining public records.

2.38.4 All public 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.

2.38.5 Failure of awarded bidder to comply with the City's request for records or any other provisions contained in this paragraph, shall be deemed a material breach of this contract and the parties agree that the City may seek immediate relief through a court of law as outlined in Section 119.11, Florida Statutes.

2.38.6 If awarded bidder fails to provide the public records to the City within a reasonable time awarded bidder may be subject to penalties under Section 119.10, Florida Statutes. If it is found that awarded bidder has unlawfully refused to comply with a public records request within a reasonable time, and if the Notice requirements of Section 119.0701(4), Florida Statutes have been met, the City will be entitled to recover all reasonable costs and attorneys' fees for such violation in accordance with Section 119.0701(4), Florida Statutes.

2.39 LOCAL MERCHANT PREFERENCE: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

2.39.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.

2.39.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant,

as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.39.3 Exception to this Local Merchant Preference policy shall apply to:

2.39.3.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.

2.39.3.2 Purchases funded in whole or part by a governmental agency (grant purchases).

2.39.4 The City Council may waive application of the local merchant preference.

2.40 **PROHIBITION OF CERTAIN DOCUMENTS**: Per Florida Statutes 287.05701, the City may not request documentation or consider a Bidder's/Proposer's/Respondent's social, political or ideological interests when determining if the they are a responsive vendor.

SECTION III: SPECIAL CONDITIONS

If marked, the following Special Conditions apply to this invitation to bid:

N/A 3.1 PRE-BID CONFERENCE:

XX 3.2 **PERFORMANCE TIME: The Contractor shall deliver Product within 15 calendar days after the Purchase Order has been issued.**

N/A 3.3 FAMILIARITY WITH SITE CONDITIONS: The responsibility for the determination of accurate measurements, the extent of work to be performed, and the conditions surrounding the performance thereof shall be the bidder's. Submission of a bid shall constitute acknowledgement by the bidder that they are familiar with all such conditions. The failure or neglect of a bidder to be familiar with the site of the proposed work shall in no way relieve the bidder from any obligations with respect to the bid.

N/A 3.4 VALUE ENGINEERING: It is the intent of the City to award a contract to the lowest responsible bidder provided the bid has been submitted in accordance with the requirements of the bidding documents and does not exceed the funds available. In the event the lowest responsible bid exceeds the City's established fixed construction cost, the City shall have the right to engage the lowest responsible bidder in value engineering in order to comply with the fixed construction cost. In no instance shall such value engineering exceed ten percent of the base bid or reduce the base bid to an amount less than the fixed construction cost in place at the time of bidding.

XX 3.5 BIDDER QUALIFICATION: Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service, Monday through Friday, except for City holidays. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance for a reasonable period of time, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded a Contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practice in the industry and as determined by the City.

XX 3.6 INSPECTION: The City reserves the right to conduct an inspection of the bidder's facility and equipment prior to the award of the contract.

N/A 3.7 EXECUTION OF CONTRACT: The successful bidder shall, within fifteen (15) calendar days after Notice to Proceed is issued by the Purchasing Agent, enter into a contract with the City for the performance of work awarded and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

N/A 3.8 FAILURE TO EXECUTE CONTRACT: Failure of the successful bidder to enter into a contract in the proscribed time may be cause for cancellation of the award to that bidder. In the event that the award is cancelled, the award may then be made to the second lowest responsive and responsible bidder, or the City may reject all of the bids. Contractors who default are subject to suspension and/or removal from the bidder's list.

N/A 3.9 BOND REQUIREMENTS

_____ 1. Performance Bond equal to one hundred percent (100%) of the Contract price will be required.

_____ 2. Labor & Material Payment Bond equal to one hundred percent (100%) of the Contract price will be required.

_____3. Performance and Labor & Materials Payment Bonds shall accompany the contract, be signed, sealed and dated no earlier than the contract effective date and specifically refer to the contract, by date.

_____4. Surety companies providing any bond must be listed in the latest Federal Register of the U.S. Department of Treasury, Circular 570 entitled "Surety Companies Acceptable on Federal Bonds" or otherwise acceptable to the City.

XX 3.10 INSURANCE: Bidders must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City's minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany signed contract.

3.10.1 Commercial General Liability

Each occurrence for Bodily Injury/Property Damage	$1,000,000
Products/Completed Operations	$1,000,000
Annual Aggregate for Bodily Injury/Property Damage	$2,000,000
Products Liability Coverage	$1,000,000
Medical Payments	$ 10,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

3.10.2 Commercial Automobile Liability

Combined single limit for bodily injury and/or property damage: $500,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- Contractual Liability
- Any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated

- Symbol "1" (Any Auto) or equivalent, shall be used to designate insured autos.

3.10.3 Umbrella $2,000,000 each occurrence / $2,000,000 aggregate
$2,000,000 Products/Completed Operations aggregate.

3.10.4 **Pollution Liability Insurance**
$1,000,000 for each claim / $1,000,000 aggregate.
- Coverage must include all spraying operations of contractor.

This coverage shall include the following provisions:
- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days notice.

3.10.5 Workers Compensation Insurance
- Coverage A In conformity with Florida Statutes Chapter 440
- Coverage B $500,000/$500,000/$500,000

This coverage shall include the following provisions:
- The policy shall not be cancelled unless the City is given at least 30 days notice.
- The policy shall include a waiver of subrogation in favor of the City.

N/A 3.11 SUBCONTRACTOR(S): Unless otherwise stated in the contract documents or the bidding requirements, the contractor, as soon as practicable after award of the contract, shall furnish in writing to the City the names of persons or entities, including those who are to furnish materials or equipment fabricated to a special design, proposed for each principal portion of the Work. The City will promptly inform the bidder in writing whether it has reasonable objection to any such proposed person or entity. The City may consider the use of any particular subcontractor when evaluating whether a bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

XX 3.12 CONSTRUCTION OF SPECIAL CONDITIONS: If any specification or general condition of this Invitation to Bid conflicts with any special condition, the special condition shall have precedence over the general condition.

This Section left Intentionally Blank.

SECTION IV: TECHNICAL SPECIFICATIONS

4.1 GENERAL

4.1.1 The purpose of this Invitation to Bid (ITB) is to secure reliable, economically-priced fertilizers and miscellaneous products for the City of Fort Walton Beach, as listed in Exhibit A. The City is seeking qualified suppliers to deliver the specified products or City-approved equals within timeframe specified by bidders after receipt of a City Purchase Order. The City desires to use annual contract(s), giving preference to suppliers who are awarded line items in this Invitation to Bid.

4.1.2 The submission of the Bid shall be considered as prima-facie evidence that the Bidder has familiarized himself/herself with and understands all the conditions under which the Purchase Order is to be awarded, performed, and administered.

4.1.2.1 Any exception to these product specifications submitted with a bid shall be noted on Exhibit A – Pricing Sheet.

4.1.2.2 Any exceptions to the ITB terms shall be noted on official company letterhead and state the specific stipulation or exception with an explanation of why the proposal differentiates from the requirements.

4.2 BIDDER'S RESPONSIBILITIES

The Bidder's attention is drawn to the following terms, conditions and responsibilities:

4.2.1 **All Products bid must be labeled for Golf Course or Sports Turf Grass Use.**

4.2.2 **No agricultural products will be accepted!**

4.2.3 **Bidders shall submit product labels and SDS sheets for each product bid, submitted as pdf files on a flash drive.**

4.3 SUBSTITUTES AND PROVEN EQUIVALENTS

Should the bidder wish to use any brand of material other than as specified herein, he/she shall submit to the City for review, complete descriptive literature naming the proposed substitution and manufacturer. The City reserves the sole right to determine if a product is equal for its use.

4.4 OCCUPATIONAL HEALTH AND SAFETY

In compliance with Chapter 442, Florida Statutes, any item delivered from a Contract resulting from this Bid must be accompanied by a Safety Data Sheet (SDS). The SDS must be maintained by the user agency and must include the following information:

4.4.1 The chemical name and common name of the toxic substance.

4.4.2 The hazard or other risks in the use of the toxic substance, including:

4.4.2.1 The potential for fire, explosion, corrosiveness and reactivity;

4.4.2.2 The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

4.4.2.3 The primary routes of entry and symptoms of overexposure.

4.4.3 The proper precautions, handling practices, necessary personnel protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.

4.4.4 The emergency procedures for spills, fire, disposal and first aid.

4.4.5 A description in lay terms of the known specific potential health risk posed by the toxic substance intended to alert any person reading this information.

4.4.6 The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

4.4.7 Any questions regarding this requirement should be directed to: Department of Labor & Employment Security, Bureau of Industrial Health & Safety, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, Florida 32301-5014.

4.5 VARIATIONS - Any variations from specifications shall be clearly stated in the submitted Bid(s).

4.6 PRODUCT SPECIFICATION

A <u>Product Specification Sheet</u> for EACH product you are bidding MUST accompany the Bid(s). You may submit product spec sheets via flash-drive.

4.7. ITEMS TO BE FURNISHED

In case of any doubt or difference of opinion as to the item(s) to be furnished, the decision of the City shall be final and binding on both parties. However, should an administrative hearing occur, the parties requesting the hearing shall be held accountable for any and all costs relating thereto.

4.8 ORDERING

Items contained in this Bid will be ordered on an "as needed" basis; a City Purchase Order will be prepared for each order and transmitted to winning bidder, PRIOR to fulfilling orders or shipping.

4.9 DELIVERIES/PALLETIZING

Deliveries must be in compliance with City's requirements for palletizing, and off-loading by vendor's transport when applicable. Failure to comply with palletizing and/or off-loading by vendor may result in a deduction from vendors invoice to compensate the City at cost for use of City staff and equipment.

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

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

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: No action is required.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

SUGGESTED MOTION:
No motion is required.

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: January 22, 2025

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Presentation

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

SUBJECT: School Zone Speed Camera Annual Report

SUGGESTED ACTION: None, informational report

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Annual School Zone Camera Report

FINANCIAL IMPACT:
None

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed

SUGGESTED MOTION:
None

ATTACHMENTS:
Speed Camera Annual Report

Bradenton Police Department
Inter-office Memorandum

DATE: January 14, 2025

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

FROM: Jeremy Giddens
Grant / Speed Camera Specialist

SUBJECT: School Zone Speed Camera Program Annual Report

Background

During the 2023 Florida Legislative session, lawmakers passed House Bill 0657 and Senate Bill 0766, which created and amended several Florida Statutes. These changes authorized local jurisdictions to establish and operate school zone speed detection systems. In March 2024, a study on school zone speeds revealed that nine schools within the City of Bradenton had more than 100 daily drivers exceeding the posted speed limit by over 10 mph.

On May 22, 2024, Ordinance 4043 was revised and adopted, creating Section 50-82, which authorized the placement and installation of speed detection systems at the following schools: Manatee Elementary, Bradenton Christian, Ballard Elementary, Sea Breeze Elementary, H.S. Moody Elementary (shared with Sugg Middle), Jessie P. Miller Elementary, Robert H. Prine Elementary, G.D. Rogers Garden-Bullock Elementary, and Manatee High School. On July 24, 2024, the City of Bradenton entered into an agreement with RedSpeed Florida to provide speed detection camera systems for the listed schools.

Implementation

Between July 2024 and October 2024, the Bradenton Police Department collaborated with RedSpeed Florida to install and implement school zone speed cameras. Two active cameras were initially deployed at Bradenton Christian School and Jessie P. Miller Elementary. The 30-day public warning period began on October 21, 2024, and notices of violations (NOV) started on November 21, 2024.

Additionally, the 30-day public warning period for Manatee Elementary, Ballard Elementary, Sea Breeze Elementary, H.S. Moody Elementary (shared with Sugg Middle), Robert H. Prine Elementary, G.D. Rogers Garden-Bullock Elementary, and Manatee High School began on December 12, 2024. Notices of violations (NOV) for these schools started on January 13, 2025.

The Finance Department, Code Enforcement, Public Works of the City of Bradenton, and the Manatee County Clerk of Court's Office collaborated during the program's implementation phase. Both sworn and former sworn officers at the Bradenton Police Department received training on how to issue warnings and notices of violations (NOV) using the RedSpeed system.

Bradenton Police Department
Inter-office Memorandum

Discussion

In 2024, 192 violations and 275 warnings were issued within the school zones. It's important to note that the installation of the speed cameras was delayed due to recent storms, permitting, and power connectivity challenges. As a result of these delays, several schools, including Manatee Elementary, Ballard Elementary, Sea Breeze Elementary, H. S. Moody Elementary (shared with Sugg Middle), Robert H. Prine Elementary, G. D. Rogers Garden-Bullock Elementary, and Manatee High School, will utilize solar-powered cameras.

Additionally, one camera in front of Jessie P. Miller Elementary is being relocated due to prior road construction at 43rd St. West and Manatee Ave. Once relocated, this camera will capture northbound and southbound traffic along 43rd St. West. It's worth mentioning that Manatee Elementary is currently inactive, pending permit approval from the Florida Department of Transportation (FDOT) for 15th St. East, alternate route State Road 70. All other school zones are active as of the date of this memo.

The Florida Department of Transportation (FDOT) has conducted field reviews and pedestrian counts at Jessie P. Miller and Manatee Elementary schools along State Road 64. The Florida Department of Transportation (FDOT) concluded that a school zone is not warranted for Jessie P. Miller. However, FDOT will continue to evaluate State Road 64 in front of Manatee Elementary.

Seven social media announcements informed the public about the deployment of speed cameras. Local print publications and traditional news outlets also shared this information. Additionally, the Bradenton Police Department updated its website with relevant information and links for the public, along with a public service announcement (PSA) to further engage the community.

Conclusion

After a delayed implementation phase, the cameras in eight school zones are operational while Manatee Elementary remains in permitting with the Florida Department of Transportation (FDOT). In 2024, 192 violations and 275 warnings were issued. In 2024, 101 violations were paid, while one violation was converted to a Uniform Traffic Citation (UTC) due to nonpayment. 85.4% of the violators are residents of Manatee County. The highest recorded speed in 2024 was 60 mph in a posted 40 mph zone on December 13, 2024, traveling northbound on 43rd St West in front of Bradenton Christian.

Bradenton

From 01/01/2024 to 12/31/2024

Total Notices of Violation Issued	192
Notices of Violation Paid	101
Notices of Violation Contested, but Pending Final Outcome	0
Notices of Violation Contested and Dismissed	0
Notices of Violation Contested and Upheld	0
Notices of Violation that Resulted in Uniform Traffic Citations Being Issued	1
Notices of Violation Pending Issuance as Uniform Traffic Citations	0

RedSpeed®

Demographics Report

Date: 01/01/2024 - 12/31/2024

Bradenton		
FL BRADENTON	136	70.83%
FL PALMETTO	12	6.25%
FL SARASOTA	9	4.69%
FL PARRISH	5	2.60%
OK OKLAHOMA CITY	4	2.08%
FL LAKEWOOD RANCH	3	1.56%
FL TAMPA	3	1.56%
OK TULSA	3	1.56%
FL HOLMES BEACH	3	1.56%
FL ORLANDO	2	1.04%
FL OVIEDO	1	0.52%
GA JEFFERSON	1	0.52%
FL ANNA MARIA	1	0.52%
IL BLOOMINGTON	1	0.52%
IL CLARENDON HILLS	1	0.52%
FL CORTEZ	1	0.52%
FL ELLENTON	1	0.52%
FL WESLEY CHAPEL	1	0.52%
FL WIMAUMA	1	0.52%
FL RUSKIN	1	0.52%
MO SAINT LOUIS	1	0.52%
FL SAINT PETERSBURG	1	0.52%
Total:	**192**	

By zipcode

Bradenton		
34209	49	25.52%
34205	40	20.83%
34207	14	7.29%
34221	12	6.25%
34208	11	5.73%
34210	7	3.65%
34212	7	3.65%
34203	6	3.13%
34243	5	2.60%
34219	5	2.60%

73134		4	2.08%
74134		3	1.56%
34217		3	1.56%
34211		3	1.56%
34202		2	1.04%
34215		1	0.52%
34216		1	0.52%
30549		1	0.52%
32765		1	0.52%
32817		1	0.52%
32827		1	0.52%
33545		1	0.52%
33570		1	0.52%
33598		1	0.52%
33612		1	0.52%
33614		1	0.52%
33635		1	0.52%
33713		1	0.52%
60514		1	0.52%
61710		1	0.52%
63134		1	0.52%
34222		1	0.52%
34234		1	0.52%
34236		1	0.52%
34239		1	0.52%
34240		1	0.52%
	Total:	**192**	

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS

For FDOT Use Only **Project Number:** AL-2025-00042	**FDOT Contract Number:** G3505
Federal Funds Awarded: $15,000	**FDOT UEI Number:** RFKGNHR7ZH37
Subgrant Award (Start) Date: 11/08/2024	**Subgrant End Date:** 09/30/2025

Part I: GENERAL ADMINISTRATIVE INFORMATION

1. Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement
2. Federal Funding: $15,000 Match: $0 Total Cost: $15,000

3. Subrecipient Agency:		4. Implementing Agency:	
Agency Name:	Bradenton Police Department	Agency Name:	Bradenton Police Department
Address:	100 10th St West	Address:	100 10th St West
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205

5. Federal ID Number or 29 Digit FLAIR Account Number (State Agencies): 59-6000283 001

6. Federal Unique Entity Identifier (UEI) Number: 040877557000

7. Chief Financial Officer:		8. Project Director: **(Can not receive any benefit under this subgrant)**	
Name:	Rob Perry	Name:	Jeremy Giddens
Address:	101 Old Main Street	Address:	101 Old Main Street
City:	Bradenton	City:	Bradenton
State:	Florida	State:	Florida
Zip:	34205	Zip:	34205
Telephone:	(941) 932-9400 442	Telephone:	(941) 932-9350
E-mail:	Rob.Perry@BradentonFL.gov	E-mail:	Jeremy.Giddens@bradentonpd.com

9. Financial Reimbursement Contact:		10. Project Activity Contact:	
Name:	Sandy Orsino	Name:	Christopher Deshaies
Title:	Fiscal Supervisor	Title:	Lieutenant
Telephone:	(941) 932-9362	Telephone:	(941) 932-9329
E-Mail:	Sandra.Orsino@bradentonpd.com	E-Mail:	christopher.deshaies@bradentonpd.com

11. Payment Remittance Address:
    - Name: Bradenton Police Department
    - Address: 101 Old Main Street
    - City: Bradenton
    - State: Florida
    - Zip: 34205

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Part II: PROJECT PLAN AND SUPPORTING DATA

State clearly and in detail the aims of the Project, precisely what will be done, who will be involved, and what is expected to result. Use the following major headings:

1. Statement of the Problem
2. Proposed Solution
3. Project Objectives
4. Evaluation

1. Statement of the Problem:

In fiscal year 2023, the State of Florida had 640,244 traffic crashes, with 13,325 of those crashes related to impaired driving (Signal Four Analytics). 634 lives were lost, while 1,097 people suffered serious bodily injury because of impaired driving. During the same time, the city of Bradenton had 1,540 crashes, 49 of which were due to impaired driving. According to data supplied by Signal Four Analytics, Florida's impaired driving crashes make up approximately 2.08% of the 2023 crashes, while Bradenton's impaired driving crashes is above the state average at 3.18%. Impaired driver-related traffic crashes in the city of Bradenton continue to remain higher than the state-wide average and remains a significant traffic hazard. The city of Bradenton is no longer a small-town tourist destination. The city is now a thriving community boasting vibrant neighborhoods and a renaissance within the Downtown Corridor. It is imperative that we confront impaired driving head-on and reduce the number of alcohol-related traffic crashes.

Bradenton is Manatee County's largest incorporated city, with nearly 60,000 permanent residents, and is the county seat of the Manatee County Government. Every year, our population is supplemented by temporary residents looking for warmer weather along the west coast of Florida. Bradenton encompasses approximately sixteen (16) square miles along the West Coast of Florida in the Tampa Bay region and is a top tourist destination, as well as the southern home of the Pittsburgh Pirates during the Major League Baseball Spring Training Season, all of which brings additional traffic to the area.

The city of Bradenton has five (5) state roadways that act as main thoroughfares and numerous locally maintained roads that make up the remainder of the city. Very few of these roads have been updated to handle the additional traffic they receive, which has been a factor in the increase in crashes over the years. According to the Florida Department of Transportation (FDOT) Highway Safety Matrix, Group II, the Bradenton has been in the top categories of cities for impaired driving for several years. For the FY 2025, the city of Bradenton is listed as number three in impaired driving. Drivers' actions have been a factor in the number of fatalities and crashes impacting our community. Enhanced enforcement will combat these driver behaviors and reduce the number of impaired drivers on our roadways. It should be noted that previous proactive enforcement has been effective, and Bradenton is no longer number one for impaired drivers.

2. Proposed Solution:

Our program aims to try to further reduce impaired driving and maintain zero traffic fatalities and injuries related to impaired driving. The Bradenton Police Department (BPD) will conduct enforcement operations in areas identified as having high crash frequency, traffic fatalities, or citizen complaints. With this subgrant funding provided by the Florida Department of Transportation, the BPD will utilize countermeasures detailed in the 11th edition of the National Highway Traffic Safety Administration's (NHTSA) publication, Countermeasures That Work: A Highway Safety Countermeasure Guide for State Highway Safety Offices. Strategies BPD plans to use from this manual include Enforcement: Zero-Tolerance Law Enforcement, Impaired Driving Saturation Patrols and Integrated Enforcement; Legislation and Licensing: Open Container Laws, and Alcohol-Impaired-Driving Law Review. These strategies will also include normal overtime activities awarded via grant funds and/or special impaired driving campaigns, such as Drive Sober or Get Pulled Over.

Our downtown area has several bars that get busy on weekend nights, along with numerous other restaurants and bars located throughout the city and county. While working overtime from sub-grant awarded funds, officers will check for compliance with underage drinking at local establishments, including but not limited to bars, stores, and restaurants. While conducting enforcement throughout the grant period, the Traffic Unit will utilize a message board previously purchased with impaired driving messages and other traffic safety messages.

BPD will conduct, at a minimum, fifteen (15) high visibility enforcement patrols during this subgrant period. These patrols will consist of officers patrolling specific areas (determined by crash and arrest data) looking for impaired driving behaviors. Each officer receiving overtime reimbursement during any high visibility

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enforcement operations will have their efforts documented using an activity report supplied by the Florida Department of Transportation (Form 500-065-25 Impaired Driving High Visibility Enforcement Activity Report). Officers may also respond to crashes where the driver(s) appear to be intoxicated as part of this subgrant. Education efforts will consist of communicating impaired driving education via press releases, social media use, and community education. The State of Florida conducts mass media campaigns throughout the year, which increases during impaired driving campaigns. BPD plans to utilize resources provided by partners to boost impaired driving messaging.

Additionally, BPD will utilize our Public Information Office and our Social Media Manager throughout the year to keep users informed of operations. The BPD will conduct, at a minimum, twenty-four (24) various types of public information campaigns during this subgrant period. These will consist of traditional media, social media, and message board use. Although very few of our crashes are related to underage drinking, at least two (2) educational outreach programs aimed at educating youth within our community about the dangers and consequences of impaired driving will be conducted.

3. Project Objectives:

a. Start enforcement activities within 60 days of subgrant award, unless otherwise approved by the FDOT State Safety Office.

b. Strive to decrease impaired driving crashes and fatalities citywide by 3% when compared to the 10/01 to 06/30 time period from the previous year.

c. Conduct at least 15 impaired driving high visibility overtime enforcement operations during the project period.

d. Participate in the Drive Sober or Get Pulled Over campaign through impaired driving overtime enforcement operations and educational/community activities.

e. Conduct at minimum 4 educational/community outreach events to increase impaired driving awareness during the project period and provide details.

f. Provide impaired driving information and education to the public through the use of multimedia outlets (i.e., message boards, local media outlets, social media, press releases, printed materials, etc.) at least 36 times during the project period.

4. Evaluation:

a. Enforcement activity start date.

b. Impaired driving crashes and fatalities are reduced by 3% citywide when compared to the 10/01 to 06/30 time period from the previous year.

c. Number of impaired driving high visibility overtime enforcement operations conducted during the project period.

d. Number of impaired driving overtime enforcement operations conducted, and education/community activities conducted/participated in during the Drive Sober or Get Pulled Over campaign.

e. Detail all educational/community outreach events conducted or participated in to increase impaired driving awareness during the project period.

f. Number of instances that impaired driving information and education is provided to the public through the use of multimedia outlets during the project period.

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Part III: PROJECT DETAIL BUDGET

Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement

Project Number: AL-2025-00042

FDOT Contract Number: G3505

Each budget category subtotal and individual line item costs listed below cannot be exceeded. The FDOT State Safety Office may approve shifts between budget categories and line items via an amendment.

BUDGET CATEGORY	NARRATIVE	FEDERAL FUNDS	MATCH	TOTAL COST	INDIRECT ELIGIBLE
A. Personnel Services					
Overtime Salary and Benefits	Overtime Salary and Benefits for law enforcement officers, benefits to include FICA (Social Security and Medicare), Retirement, and Workers Compensation.	$15,000	$0	$15,000	No
	Subtotal:	**$15,000**	**$0**	**$15,000**	
B. Contractual Services					
	Subtotal:	**$0**	**$0**	**$0**	
C. Expenses					
	Subtotal:	**$0**	**$0**	**$0**	
D. Equipment Costing $10,000 or More					
	Subtotal:	**$0**	**$0**	**$0**	
E. Indirect Cost					
%		$0		$0	
	Subtotal:	**$0**		**$0**	
	Total Cost of Project:	**$15,000**	**$0**	**$15,000**	

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Part IV: PERFORMANCE REPORT

Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement

Project Number: AL-2025-00042

FDOT Contract Number: G3505

Minimum Performance Standards The following are the minimum performance standards required in this subgrant agreement. The status of these standards will be reported using FDOT form number 500-065-19 Performance Report and shall be included with each request for reimbursement.
1. Submit request(s) for financial reimbursement.
2. Provide performance report(s).
3. Collect and analyze crash data to determine focus areas for targeted impaired driving enforcement.
4. Conduct impaired driving high visibility enforcement (HVE) operations.
5. Conduct and/or participate in outreach/educational event/activities for impaired driving.
6. Disseminate impaired driving information and education to the public using either message boards, local media outlets, social media, and/or press releases during this claim period.

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Part V: Acceptance and Agreement

Conditions of Subgrant Agreement. Upon execution of this Subgrant Agreement ("Agreement") for highway safety funds, the following terms and conditions shall become binding. The term "Subrecipient" referred to herein, will reference both the Subrecipient Agency and its Implementing Agency. This Agreement is line item specific and an amendment to the Agreement is required for any reallocation of funds provided herein.

FEDERAL REGULATIONS

1. **Access to Public Records and Monitoring.** The Florida Department of Transportation (FDOT or "Department"), National Highway Traffic Safety Administration (NHTSA), Federal Highway Administration (FHWA), Chief Financial Officer (CFO), and Auditor General (AG) of the State of Florida, or any of their duly authorized representatives, shall have access for the purpose of audit and examination of books, documents, papers, and records of the Subrecipient and to relevant books and records of the Subrecipient which are not protected from disclosure by State or Federal law, and its consultants and contractors under this Agreement, as provided under applicable State or Federal law.

   In addition to review of audits conducted in accordance with 2 CFR Part 200, herein incorporated by reference, monitoring procedures will include on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, and status checks of subgrant activity via telephone calls from FDOT State Safety Office staff to Subrecipients. By entering into this Agreement, Subrecipients agree to comply and cooperate with monitoring procedures. In the event that a limited scope audit of the Subrecipient is performed, the Subrecipient agrees to bring the Project into compliance with this Agreement. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the CFO or AG to the extent allowed by State or Federal law.

2. **Audit.** The administration of resources awarded through the Department to the Subrecipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. With the exception of documents protected by State law, the Subrecipient shall comply with all audit and audit reporting requirements as specified below.

   (a) In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

   (b) The Subrecipient, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement is subject to the following requirements:

      i. In the event the Subrecipient expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a Federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. Part VI to this Agreement provides the required Federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Subrecipient must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.

      ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Subrecipient is exempt from Federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than Federal entities).

iv. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, and required by this section, shall be submitted, when required by 2 CFR §200.512, by or on behalf of the Subrecipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.332 and §200.512. The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the Office of Management and Budget (OMB) website. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the Federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
5. Withhold further Federal awards for the Project or program; and/or
6. Take other remedies that may be legally available.

vi. As a condition of receiving this Federal award, the Subrecipient shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers and Project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. Copies of financial reporting packages required by this section shall be submitted by or on behalf of the Subrecipient directly to each of the following:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

The Auditor General's Office at the following address:

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

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

viii. Any reports or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR §200.512, Section 215.97, F. S., and Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

ix. The Subrecipient, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, or Chapters 10.550 (local government entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Subrecipient in correspondence accompanying the reporting package.

(c) The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. The Subrecipient shall further permit access to all Project records by the Secretary and Inspector General of the United States Department of Transportation and the Comptroller General of the United States, or their designees.

(d) The Subrecipient shall permit, and shall require its contractors to permit, the Department's and NHTSA's authorized representatives to access the Project site; inspect all work, materials, payrolls, and records; and to audit the books, records and accounts pertaining to the financing and development of the Project.

3. **Offsets.** If, after Agreement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset the amount claimed from payments due for work or services under any other agreement it has with the Subrecipient if, upon demand, payment of the claimed amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

4. **Buy America Act.** The Subrecipient agrees to comply and require consultants and contractors to comply with all applicable standards, orders, and regulations issued pursuant to the Buy America Act, Buy America Act Waiver (Docket No. NHTSA-2015-0065) and NHTSA Guidance Buy American Act Procedure for Highway Safety Grant Programs (revised 11-20-2015) as amended, herein incorporated by reference. The Subrecipient shall include the following Buy America provisions in all subcontract awards:

   The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

   Each manufactured end product must comply with the provisions of the Buy America Act. Additionally, any manufactured add-on to an end product is, itself, an end product that must comply with the Act.

   To be reimbursed with Federal highway safety grant funds for a purchase, a State must comply with the requirements of the Buy America Act. Non-compliance will result in denial of reimbursement.

5. **Clean Air Act and Federal Water Pollution Control Act.** Subgrant agreements for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251-1389) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient shall include this provision in all subcontract awards in excess of $150,000.

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6. **Code of Conduct.** The Subrecipient has established, will maintain, and enforce a written code or standard of conduct applicable to its officers, employees, board members or agents, and those individuals' relatives, that prohibits their involvement in the selection, award, or administration of any contract in connection with the Project if they have a present or potential financial or other significant interest therein and prohibits the acceptance of any gratuity, favor, or other thing of monetary value from any person interested or involved in the performance of work on the Project.

   (a) The Subrecipient agrees to the following disclosures:

      i. The Subrecipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the Subrecipient has taken or proposes to take to avoid or mitigate such conflict.

      ii. NHTSA will review the disclosure and may require additional relevant information from the Subrecipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

      iii. Conflicts of interests that require disclosure must include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any subrecipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of the award. Key personnel shall include any person owning more than 20 percent interest in a Subrecipient, and the officers, employees or agents of a Subrecipient who are responsible for making decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

7. **Conferences and Inspection of Work.** Conferences may be held at the request of any party to this Agreement. Representatives of the Department or the U.S. Department of Transportation (USDOT), or both, shall be privileged to visit the site for the purpose of inspection and assessment of work being performed at any time.

8. **Contract Work Hours and Safety Standards Act.** Where applicable, all subcontracts under this Agreement in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Debarment and Suspension.** No subcontract issued under this Agreement, will be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 1200 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. **Disadvantaged Business Enterprises (DBE).**

   (a) The Subrecipient agrees to the following assurance:

   The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program required by 49 CFR, Part 26, herein incorporated by reference. The Subrecipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.), herein incorporated by reference.

   (b) The Subrecipient agrees to include the following assurance in each contract with a consultant or contractor and to require the consultant or contractor to include this assurance in all subcontract agreements:

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The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

11. **Methods of Procurement.** Subrecipients must follow the procurement standards in 2 CFR 200 sections 200.318 through 200.327.

12. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

    (a) The Subrecipient must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    (b) Affirmative steps must include:

    (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

    (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

    (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

    (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

    (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

    (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

13. **Domestic Preference for Procurements.** As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under this subgrant, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts including all purchase orders for work or products under this subgrant.

    For purposes of this section:

    (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

    (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

14. **Equal Employment Opportunity.** No person shall, on the grounds of race, color, religion, sex, handicap, or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under this Agreement, or any Project, program, or activity that receives or benefits from this Agreement. The Subrecipient agrees to comply with Executive Order (E.O.) 11246, as amended by E.O. 11375, and as supplemented by 41 CFR, Part 60, herein incorporated by reference. The Equal Opportunity Clause contained in 41 CFR section 60-1.4 is included in this Agreement by reference.

    In connection with the carrying out of the Project, the Subrecipient shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex or national origin and will comply with all Federal statutes and implementing regulations relating to nondiscrimination. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development or operation of the Project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the Project involves installation, construction, demolition, removal, site improvement, or similar work, the Subrecipient shall post, in conspicuous places available to employees and applicants for employment for Project work, notices.

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15. **No Federal Obligation**. This Agreement is financed by federal funds. However, payments to the subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this Agreement, to the United States, USDOT, NHTSA, or any representatives of the federal government makes the United States a party to this Agreement.
16. **Nondiscrimination.** Subrecipients will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
    (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin), 49 CFR part 21, and 28 CFR 50.3;
    (b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
    (c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681–1683 and 1685–1686) (prohibit discrimination on the basis of sex);
    (d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
    (e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
    (f) The Civil Rights Restoration Act of 1987, (Pub. L. 100–259), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, Subrecipient's and contractors, whether such programs or activities are Federally-funded or not);
    (g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131–12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
    (h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
    (i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087–74100);
    (j) Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government by ensuring that equity is advanced across the Federal Government;
    (k) Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation by ensuring that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation; and
    (l) Nondiscrimination Clause.

    During the performance of this subgrant, the Subrecipient agrees:

    (a) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
    (b) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein;
    (c) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT or NHTSA;
    (d) That, in event a Subrecipient fails to comply with any nondiscrimination provisions in this subgrant, the FDOT State Safety Office will have the right to impose such subgrant sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the Subrecipient under the contract/agreement until the Subrecipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
    (e) To insert this clause, including paragraphs (a) through (e), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, which receives Federal funds under this program.

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17. **Ownership of Data and Creative Material.** The ownership of material, discoveries, inventions and results developed, produced, or discovered by this Agreement are governed by the terms of 2 CFR, Section 200.315, Intangible Property, herein incorporated by reference.

    The Subrecipient may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this subgrant. The Federal and State awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal and State purposes, and to authorize others to do so.

    The Federal Government has the right to:

    (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and

    (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal and State purposes.

18. **Political Activity.** The Subrecipient will comply with provisions of the Hatch Act (5 U.S.C. 1501–1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

19. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Subrecipients are prohibited from obligating or expending loan or subgrant funds to:

    (1) Procure or obtain;

    (2) Extend or renew a contract to procure or obtain; or

    (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

20. **Property Accountability.** The Subrecipient shall establish and administer a system to control, protect, preserve, use, and maintain and dispose of any property furnished by the Department, or purchased pursuant to this Agreement in accordance with Federal Property Management Standards as set forth in 49 CFR, Section 18.32, 49 CFR 19, Section 19.34, or 2 CFR, 200.310-200.316, herein incorporated by reference. This obligation continues as long as the property is retained by the Subrecipient notwithstanding the ending of this Agreement.

21. **Restrictions on Lobbying.** The Subrecipient agrees to comply and require consultants and contractors to comply with 49 CFR, Part 20, New Restrictions on Lobbying, herein incorporated by reference, for filing of certification and disclosure forms.

    (a) **Certification Regarding Federal Lobbying.** The Subrecipient certifies, to the best of his or her knowledge and belief, that:

        i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

        ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

        iii. The Subrecipient shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly; and

        iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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(b) **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

22. Termination and Suspension.

(a) **Generally**. If: (i) the Subrecipient abandons or, before the end of the state fiscal year for which financial assistance for the Project is provided under this Agreement, finally discontinues the Project; (ii) the Subrecipient fails to comply with applicable law or the terms of this Agreement; or (iii) for any other reason, the commencement, prosecution, or timely completion of the Project by the Subrecipient is rendered improbable, infeasible, impossible, or illegal, the Department may, by written notice to the Subrecipient, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement. Termination of this Agreement shall be governed by the provisions of 2 CFR §200.340 through 200.343.

(b) **Actions Upon Termination or Suspension.** Upon receipt of any final termination or suspension notice from the Department, the Subrecipient shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the Project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and, (3) remit to the Department such portion of the financing and any advance payment previously received as is determined by the Department to be due under the provisions of this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Subrecipient to furnish the schedule, plan, and budget within a reasonable time. The approval of a remittance by the Subrecipient shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

(c) **Termination for Convenience.** In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

23. Human Trafficking. The Subrecipient shall include a provision in each contract it enters into with a private entity in connection with the Project by which the Subrecipient's contractor agrees that it and its employees that perform any work on the Project shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the Project.

24. Unauthorized Aliens. The Department shall consider the employment by the Subrecipient of unauthorized aliens a violation of Section 274A of the Immigration and Nationality Act. If the Subrecipient knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

25. Title VII - Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e et seq.), which among other things, prohibits discrimination in employment on the basis of race, color, national origin, creed, sex, and age.

26. Americans with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that the Subrecipient will comply with all the requirements imposed by the ADA (42 U.S.C. 12101, et seq.), the regulations of the federal government issued thereunder, and the assurance by the Subrecipient pursuant thereto.

27. Integrity Certification. By signing this Agreement, the Subrecipient certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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28. Federal Encouragements.

(a) **Vehicle Pursuits.** Pursuant to 23 U.S.C. 402(j), all law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

(b) **Policy on Banning Text Messaging While Driving**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Subrecipients are encouraged to:

i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government;

ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving; and

iii. Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

29. Reversion of Unexpended Subgrant Funds. All funds granted by the Department under this Agreement that have not been expended during the term of this Agreement shall revert to the Department.

STATE REGULATIONS

30. Compliance with State Procurement of Personal Property and Services Laws. The Subrecipient agrees to comply with all applicable provisions of Chapter 287, Florida Statutes (F.S.). The following provisions are stated in this Agreement pursuant to sections 287.133(2)(a) and 287.134(2)(a), F.S.

(a) **Section 287.133 (2)(a), F.S.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

(b) **Section 287.134 (2)(a), F.S.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

(c) The convicted vendor list and discriminatory vendor list can be found on the Florida Department of Management Services (DMS) website.

31. Compliance with State Public Records Laws. The Subrecipient agrees to comply with all provisions provided in Chapter 119 F.S. If the Subrecipient receives a public records request concerning its work undertaken pursuant to this Agreement, the Subrecipient must take appropriate action as required by Chapter 119, F.S. If the Subrecipient is unable to ascertain how best to comply with its obligations, it should seek the advice of counsel and/or FDOT State Safety Office.

The Department shall unilaterally cancel this Agreement if the Subrecipient refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Subrecipient in conjunction with this Agreement.

32. Cooperation with Inspector General. It is the duty of every Subrecipient to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S. The Subrecipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

33. E-Verify. Subrecipients:

(a) Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

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(b) Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

(c) Shall adhere to the requirements in Section 448.095, F.S.

34. Indemnification and Insurance.

(a) **Indemnification.** To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subrecipient shall indemnify and hold harmless the Department, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Subrecipient and persons employed or utilized by the Subrecipient in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

(b) **Subrecipient Contracts.** Subrecipient agrees to include the following indemnification clause in all contracts with contractors, subcontractors, consultants, or subconsultants who perform work in connection with this Agreement (modified to appropriately identify the parties):

"To the fullest extent permitted by law, the Subrecipient's contractor/consultant shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity."

(c) **Workers' Compensation.** The Subrecipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If contracting for any of the work, the Subrecipient shall ensure that its contractors have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), the Subrecipient shall ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. The Subrecipient shall ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

35. Reimbursement Obligation. The State of Florida's performance and obligation to reimburse the Subrecipient shall be subject to the availability of Federal highway safety funds and an annual appropriation by the Legislature.

36. Responsibility for Claims and Liability. To the extent permitted by law and subject to the limitations of Section 768.28, F.S., the Subrecipient shall be required to defend, hold harmless and indemnify the Department, NHTSA, FHWA, and USDOT, from all claims and liability, or both, due to negligence, recklessness, or intentional wrongful misconduct of Subrecipient, and its contractor, consultant, agents and employees. The Subrecipient shall be liable for any loss of, or damage to, any material purchased or developed under this Agreement which is caused by the Subrecipient's failure to exercise such care in regard to said material as a reasonable careful owner of similar materials would exercise.

The parties executing this Agreement specifically agree that no provision in this Agreement is intended to create in the public or any member thereof, a third-party beneficiary, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

37. Restrictions on Lobbying. No funds subgranted hereunder shall be used for the purpose of lobbying the legislature, judicial branch, or state agencies, per Section 216.347, F.S.

38. Retention of Records. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, the state CFO, or AG access to such records, which are not protected by State law, upon request. The Subrecipient shall ensure that the independent audit working papers are made available to the Department, or its designee, the state CFO, or AG upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

39. Tangible Property. Property purchased under this subcontract does not qualify as Tangible Personal Property as defined by Chapter 273, F.S.

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MISCELLANEOUS PROVISIONS

40. **Prohibited Interests.** The Subrecipient shall not enter into a contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any officer, director or employee of the Subrecipient, or any business entity of which the officer, director or employee or the officer's, director's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer, director or employee or the officer's, director's or employee's spouse or child, or any combination of them, has a material interest.
    i. "Material Interest" means direct or indirect ownership of more than 5% of the total assets or capital stock of any business entity.
    ii. The Subrecipient shall not enter into any contract or arrangement in connection with the Project or any property included or planned to be included in the Project, with any person or entity who was represented before the Subrecipient by any person who at any time during the immediately preceding two (2) years was an officer, director or employee of the Subrecipient.
    iii. The provisions of this subsection shall not be applicable to any agreement between the Subrecipient and its fiscal depositories, any agreement for utility services the rates for which are fixed or controlled by the government, or any agreement between the Subrecipient and an agency of state government.
41. **Interest of Members of, or Delegates to, Congress or Legislature.** No member or delegate to the Congress of the United States, or the State of Florida legislature, shall be admitted to any share or part of the Agreement or any benefit arising therefrom.
42. **Department Not Obligated to Third Parties**. The Department shall not be obligated or liable under this Agreement to any party other than the Subrecipient. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
43. **Relationship of Parties.** The Subrecipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
44. **When Rights and Remedies Not Waived.** In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist, on the part of the Subrecipient, and the making of such payment by the Department while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
45. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
46. **Sovereign Immunity.** Nothing in this Agreement shall constitute a waiver by either party of its sovereign immunity for any damages claimed by third parties.
47. **Bonus or Commission.** By execution of this Agreement the Subrecipient represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
48. **Notices.** Any notice, demand, or request which is required to be given under this Agreement in writing shall be delivered to the following address:

    Florida Department of Transportation
    Attn: Traffic Safety Administrator
    State Safety Office, MS 53
    605 Suwannee Street
    Tallahassee, Florida 32399-0450
49. **Agreement Format.** All words used in this Agreement in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
50. **Jury Trial Waiver.** The Subrecipient and the Department hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding relating to this agreement and for any counterclaim therein.
51. **Execution of Agreement.** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

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52. **Agreement not Assignable.** The Subrecipient may not assign any of its rights or obligations under this Agreement.

GRANT MANAGEMENT

53. **Amendments.** The Subrecipient shall obtain prior written approval from the FDOT State Safety Office for changes to this Agreement. Amendments to this Agreement will be approved if the modification(s) to be made will achieve or improve upon the outcome of this Agreement's scope of work, or where factors beyond the control of the Subrecipient require the change. Requested amendments to this Agreement shall be in the form of a written request signed by one of the original signatories of this Agreement, or successor in the same position. Specific delegation(s) for amendments must be provided in writing from the original signatory of the Subrecipient.

54. **Disputes and Appeals.** Any dispute, disagreement, or question of fact arising under this Agreement may be addressed to the Traffic Safety Administrator of the FDOT State Safety Office in writing within 6 months of the end of the subgrant period. The Traffic Safety Administrator's decision may be appealed in writing within 30 calendar days from the notification to the Governor's Highway Safety Representative, whose decision is final. Addresses are:

Florida Department of Transportation
Attn: Traffic Safety Administrator
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

Florida Department of Transportation
Attn: Governor's Highway Safety Representative
State Safety Office, MS 53
605 Suwannee Street
Tallahassee, Florida 32399-0450

The Subrecipient shall proceed diligently with the performance of this Agreement and in accordance with the Department's decision(s).

55. **Equipment.** Any equipment purchased under this Agreement with highway safety funds shall not replace previously purchased equipment that is damaged, stolen, lost, or that wears out as a result of misuse, whether the equipment was purchased with federal, state, or local funds.

    (a) **Use of Equipment.** All equipment shall be used for the originally authorized Agreement purpose(s) for as long as needed for those purposes. Subrecipients must maintain an inventory control system that has adequate safeguards in place to prevent loss, damage, or theft.

    (b) **Equipment Costing $10,000 or More.** Equipment with a useful life of more than one year and an acquisition cost of $10,000 or more per unit shall be subject to the following requirements:

        i. Biannual certification of appropriate use and condition of equipment shall be provided to the FDOT State Safety Office.

        ii. Dispositions must be requested and shall receive prior written approval from the FDOT State Safety Office.

    (c) **Disposition of Equipment Costing $10,000 or More.** In the event the equipment is no longer needed for the originally authorized Agreement purpose(s) or has reached the end of its useful life, Subrecipients shall use the Equipment Disposition Request Form 500-065-26 to coordinate with the FDOT State Safety Office to obtain required approvals to dispose of the equipment or transfer the equipment to another agency for use.

    (d) **Disposition of Equipment Costing Less than $10,000.** Equipment that does not meet the unit purchase price threshold of $10,000 shall be disposed of in accordance with the agency's own procurement and disposition policies. Documentation of this disposition shall be noted in the Subrecipient files.

    (e) **Equipment Replacement or Repair.** The Subrecipient is responsible, at their own cost, for replacing or repairing any equipment purchased with Federal highway safety funds that is damaged, stolen, or lost, or that wears out as a result of misuse. The FDOT State Safety Office retains the right to replace or repair any equipment for statewide programs based on exceptional individual circumstances.

    (f) **Equipment Repossession.** Ownership of all equipment purchased with Federal highway safety funds rests with the Subrecipient; however, the USDOT maintains an interest in the equipment and title vests in the Subrecipient subject to several conditions and obligations under 2 CFR § 200.313. The Subrecipient must use the equipment for the authorized purposes of the Project, whether or not the Project continues to be supported by the Federal award, unless the FDOT State Safety Office, on behalf of USDOT, provides written authorization for another use of the equipment that is permissible under 2 CFR §200.313. Any equipment purchased with Federal highway safety funds that is not being used by the Subrecipient for the purposes described in the Project or in accordance with other authorized uses under 2 CFR §200.313, is subject to repossession by the FDOT State Safety Office, on behalf of the USDOT. Items that are repossessed shall be disbursed to agencies that agree to use the equipment for the activity described in this Project or for other uses authorized by USDOT.

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56. **Expense Purchases for $200 or more:** Any office, training, communication, or computer supplies (including computers) with a per item unit cost of $200 or more within the Expense Category, excluding software, must have FDOT State Safety Office written approval, prior to purchase.

57. **Excusable Delays.** Except with respect to the defaults of Subrecipient's consultants and contractors which shall be attributed to the Subrecipient, the Subrecipient shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond the control and without the fault or negligence of the Subrecipient. Such causes are acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Subrecipient. If the failure to perform is caused by the failure of the Subrecipient's consultant or contractor to perform or make progress, and if such failure arises out of causes beyond the control of the Subrecipient and its consultant or contractor, and without the fault or negligence of any of them, the Subrecipient shall not be deemed to be in default, unless (1) the supplies or services to be furnished by the consultant or contractor were obtainable from other sources, (2) the FDOT State Safety Office shall have ordered the Subrecipient in writing to procure such supplies or services from other sources, and (3) the Subrecipient shall have failed to comply reasonably with such order.

    Upon request of the Subrecipient, the FDOT State Safety Office shall ascertain the facts and extent of such failure and, if it shall be determined that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly.

    If the Subrecipient is unable to fulfill the activities stated in the Proposed Solution or Project Objectives in this agreement (Part II: PROJECT PLAN AND SUPPORTING DATA) due to the COVID-19 pandemic, the Subrecipient must contact the FDOT State Safety Office immediately to discuss potential amendments and/or alternate plans.

58. **How this Agreement is Affected by Provisions Being Held Invalid.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law. The Subrecipient acknowledges that federal grant requirements are subject to change and agrees that the most recent requirements shall govern its obligations under this Agreement at all times.

59. **Ineligibility for Future Funding.** The Subrecipient agrees that the Department shall find the Subrecipient ineligible for future funding for any of the following reasons:

    (a) Failure to provide the required audits;

    (b) Failure to provide required performance and final narrative reports in the required time frame;

    (c) Failure to perform work described in Part II of this Agreement;

    (d) Failure to provide reimbursement requests and performance reports in the required time frame;

    (e) Providing fraudulent performance reports or reimbursement requests; or

    (f) Misuse of equipment purchased with Federal highway safety funds.

60. **Performance.** In the event of default, noncompliance, or violation of any provision of this Agreement by the Subrecipient, the Subrecipient's consultant(s) or contractor(s) and supplier(s), the Subrecipient agrees that the Department will impose sanctions. Such sanctions include withholding of reimbursements, retainage, cancellation, termination, or suspension of this Agreement in whole or in part. In such an event, the Department shall notify the Subrecipient of such decision 30 days in advance of the effective date of such sanction. The sanctions imposed by the Department will be based upon the severity of the violation, the ability to remedy, and the effect on the Project. The Subrecipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

61. **Personnel Hired or Paid Under this Agreement.**

    (a) **Project Director.** Persons holding the position of Project Director for this Agreement shall not receive reimbursement for personnel hours nor receive any other benefit under this Agreement.

    (b) **Employer Responsibility.** Any and all employees of the Subrecipient whose positions are funded, in whole or in part through this Agreement, shall be the employee of the Subrecipient only, and any and all claims that may arise from said employment relationship shall be the sole obligation and responsibility of the Subrecipient. Personnel hours will only be reimbursed based on actual hours worked on this Agreement. No other allocation method is allowable for reimbursement.

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(c) **Bonuses or Stipends.** Bonuses or one-time stipends issued to Subrecipient employees will not be eligible for subgrant reimbursement, as they are not considered salary and are an addition to the salary amounts approved for subgrant execution. Increases in subgrant employee salary must be approved by the FDOT State Safety Office. Annual fluctuations in benefits approved in the Agreement are allowable and eligible for reimbursement.

(d) **Overtime.**

i. **Overtime Hours.** Subgrant funds cannot be used to supplant standard activity hours; therefore, only hours qualifying as "overtime", per the Subrecipient policies will be eligible for reimbursement by this Agreement. In the event a Subrecipient is awarded more than one subgrant agreement within a federal fiscal year, overtime hours for each traffic safety effort must be tracked, reported, and billed based on hours worked for each subgrant agreement type.

ii. **Reserve Officer Hours.** Subgrant funds can be used to reimburse detail pay for reserve officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for reserve officer detail to receive reimbursement for reserve officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iii. **Extra Duty Detail Pay.** Subgrant funds can be used to reimburse extra duty detail pay for officers to perform traffic safety enforcement. An agency must have an active policy authorizing payment for detail or extra duty pay outside of regular duties to receive reimbursement for officer hours. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

iv. **Overtime Rate.** Overtime hours are intended for enhanced/increased traffic safety activities. The overtime pay rate for personnel is based on actual cost per employee in accordance with the Subrecipient's payroll policy. Each Subrecipient shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the Subrecipient, as required by 2 CFR 200.403(c). Additional hours may be called overtime, off duty, extra, additional, etc., as long as it enhances/increases traffic safety activities. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

62. Reports. The following reports are required for reimbursement of subgrant funding:

(a) **Performance Reports.** (FDOT Form No. 500-065-19). A performance report shall be provided with each request for financial reimbursement, providing the status of the subgrant minimum performance standards, as described in Part IV of this Agreement.

(b) **Final Narrative Report.** (FDOT Form No. 500-065-20). A Final Narrative Report giving a chronological history of the subgrant activities, problems encountered, major accomplishments, and NHTSA Required Activity Reporting shall be submitted by October 31. Requests for reimbursement will not be processed and will be returned to the Subrecipient as unpaid if the required reports are not provided, following notification.

(c) **Enforcement Activity Reports.** Enforcement Activity Report(s) for each type of enforcement shall be provided with each request for financial reimbursement for overtime worked. Agency specific activity reports may be used, if those reports include all information detailed in each FDOT Activity Form.

(d) **Other Reports.** The FDOT State Safety Office reserves the right to require other reports not specified above, as necessary, for Agreement monitoring.

63. Term of this Agreement. This Agreement shall begin on the date the last party signs and shall end on September 30, unless otherwise stipulated by the FDOT State Safety Office on the first page of this respective subgrant agreement. In the event this Agreement is for services in excess of $25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000.00 and which have a term for a period of more than 1 year."

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64. Travel.

(a) **Required Forms.** Travel costs for approved travel shall be submitted on the FDOT Contractor Travel Form (FDOT Form No. 300-000-06) or other approved Florida Department of Financial Services form and will be reimbursed in accordance with Section 112.061, F.S. and the most current version of the *Disbursement Handbook for Employees and Managers.*

(b) **Authorization and Restriction.** All travel authorized under this Agreement shall be subject to any additional authorization requirements or restrictions imposed by the Governor's Executive Order or other guidance; any requirements or forms for travel cost reimbursement imposed by the Subrecipient that do not violate FDOT travel cost reimbursement requirements; and/or FDOT during the Agreement period.

(c) **Prerequisite Approvals.** All Agreement travel that has billable costs shall require a written request for approval from the FDOT State Safety Office prior to the incurring of actual travel costs. Request should include sufficient justification to prove that the travel will have significant benefits to the outcome of the Agreement activities and is within the travel budget of the Project and relevant to the Project. Additional detail is required if the travel meets any of the following criteria:

i. Purchase of airfare;

ii. Travel to conference;

iii. Travel which includes a registration fee;

iv. Out-of-subgrant-specified work area travel; or

v. Out-of-state travel.

Failure to receive prior written approval will deem the entire travel cost ineligible for payment, regardless of available funding in the travel budget.

(d) **Lodging Reimbursement Limit.** The FDOT State Safety Office shall not pay for overnight lodging/hotel room rates that exceed $225.00 per night (before taxes and fees). A Subrecipient and/or traveler will be required to expend his or her own funds for paying the overnight lodging/hotel room rate in excess of $225.00 plus the applicable percentage of fees (other than flat fees). If multiple travelers share a room and the individual cost of the lodging/hotel exceeds the $225.00 per night limit, the Subrecipient and/or travelers will be required to expend his or her own funds for paying the excess amount. If another entity is covering the cost of the overnight lodging/hotel then this paragraph does not apply.

(e) **Lodging for Subgrant Funded Statewide Coalition Meetings and Conferences.** Lodging contracts may be funded to accommodate attendance of subgrant funded statewide coalition meetings, conferences, and programs. If a lodging contract is executed to cover lodging cost, all travelers shall be expected to use the contract, and any attendees choosing alternate lodging accommodations based on preference, shall do so at their own out of pocket costs. Cost for these lodging contracts will be reviewed and approved for program appropriateness and costs savings to the State, as determined and approved by the FDOT State Safety Office.

(f) **Rental Vehicles**. Some rental companies will offer electric vehicles (EV); however, these types of vehicles are not allowable under this subgrant. Any electric vehicle rentals and associated fees will not be reimbursed under this subgrant.

65. Vehicles. Any Subrecipient receiving subgrant funds to purchase a vehicle (excluding law enforcement vehicles) shall maintain a travel log that contains the beginning and ending mileage, location, and purpose of travel. All agencies must report any vehicle use (excluding law enforcement vehicles) and maintenance with each request for reimbursement using the Safety Grant Vehicle Use Form (FDOT Form No. 500-065-21) and the Safety Grant Equipment Maintenance Form (FDOT Form No. 500-065-22).

Vehicles purchased with federal highway safety funds shall be used for program use only and in accordance with Rule 60B-1.004 F.A.C. Subrecipients who are responsible for the operation and use vehicles for official state business are allowed to permit persons other than state officials or employees to travel in the vehicle provided these persons are conducting official state business or only on special occasions if the purpose of the travel can be more usefully served by including such persons and no additional expense is involved.

It is permissible to transport persons other than state officials and employees during disasters and emergency situations where the state must protect life and property. Providing assistance to motorists whose vehicles are disabled may be considered as an emergency when there is a need to protect life and property.

Any vehicles used for personal reasons or not being used by the Subrecipient for the purposes described in this Agreement shall be subject to repossession by the FDOT State Safety Office.

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FINANCIAL/FISCAL

66. **Allowable Costs**. The allowability of costs incurred under this Agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in the Applicable Federal Law, state law, and the FDOT Disbursement Handbook for Employees and Managers, to be eligible for reimbursement. All funds not spent in accordance with the Applicable Federal Law will be subject to repayment by the Subrecipient. Only costs directly related to this Agreement shall be allowable.

67. **Subcontract Agreements.**

(a) **Requirement for Pre-Approval.** All subcontract agreements must be submitted to the FDOT State Safety Office in draft form for review and written approval. Approval of this Agreement does not constitute approval of subcontract agreements.

(b) **Minimum Mandatory Subcontract Language.** All subcontract agreements shall include at a minimum the following information:

i. Beginning and end dates of the subcontract agreement (not to exceed this Agreement period);

ii. Total contract amount;

iii. Scope of work/Services to be provided;

iv. Quantifiable, measurable, and verifiable units of deliverables;

v. Minimum level of service to be performed and criteria for evaluating successful completion;

vi. Budget/Cost Analysis; and

vii. Method of compensation/Payment Schedule.

(c) **Additional Required Clauses.**

i. **All subcontract agreements shall contain the following statement**:
"The parties to this contract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # (insert Project number). A final invoice must be received by (insert date) or payment will be forfeited."

ii. **Buy American Act Clause** *(see Section 4 of Part V)*

iii. **Certification Regarding Federal Lobbying** *(see Section 21 of Part V)*

iv. **Cooperation with Inspector General** *(see Section 32 of Part V)*

v. **DBE Clause** *(see Section 10 of Part V)*

vi. **E-Verify Clause** *(see Section 33 of Part V)*

vii. **Nondiscrimination Clause** *(see Section 16 of Part V)*

viii. **Clean Air Act and Federal Water Pollution Control Act Clause** (subcontracts in excess of $150,000) *(see Section 5 of Part V)*

ix. **Integrity Certification Clause** *(see Section 27 of Part V)*

x. **Contract Work Hours and Safety Standards Act** (subcontracts in excess of $100,000) *(see Section 8 of Part V)*

xi. **Indemnification and Insurance** *(see Section 34 of Part V)*

xii. **Policy on Banning Text Messaging While Driving Act** *(subcontracts in excess of $15,000) (see Section 28 of Part V)*

xiii. **Human Trafficking Clause** *(see Section 23 of Part V)*

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** *(see Section 12 of Part V)*

xv. **Termination for Convenience** *(see Section 22 of Part V)*

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68. **Indirect Costs**. Indirect costs included in this Agreement in Part III, under the indirect line item are based on the indirect costs rate the Subrecipient used in the competitive concept paper application process. The rate will be applied in accordance with 2 CFR Part 200 and the Subrecipients federally approved rate agreement. If the Subrecipient does not have a federally approved costs rate agreement, a maximum de minimis rate of 15% of modified total direct costs in the manner described in 2 CFR §200.414 will be used. [The de minimis rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimis rate must be used consistently for all federal awards until such time the Subrecipient chooses to negotiate a rate. A de minimis certification form must be submitted to the Department for review and written approval.] All subgrant awards are based on cost benefit, available funding, and if the indirect costs rate requested significantly affects the proposed project's ability to adequately address the traffic safety need.

69. **Obligation of Subgrant Funds.** Subgrant funds shall not be obligated prior to the effective date or subsequent to the end date of this Agreement period. Only Project costs incurred on or after the effective date and on or prior to the end date of this Agreement are eligible for reimbursement. A cost is incurred when the Subrecipient's employee or approved contractor or consultant performs the service required or when goods are received by the Subrecipient, notwithstanding the date of order.

70. **Procedures for Reimbursement.**

(a) **Overview.** The Department agrees to compensate the Subrecipient for services described in Part II (Project Plan and Supporting Data). The Schedule of Financial Assistance is included as Part III (Project Detail Budget).

(b) **Required Forms.** All requests for reimbursement of subgrant costs must be submitted on forms provided by the Department (FDOT Form Numbers 500-065-04 through 09 and 19) unless otherwise approved. Forms must be completed in detail sufficient for a proper pre-audit and post audit based on the quantifiable, measurable, and verifiable units of deliverables and costs, including supportive documentation as established in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report. **ALL requests for reimbursement shall include FDOT Form 500-065-19 Performance Report for the period of reimbursement.** Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

(c) **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Parts II (Project Plan and Supporting Data), III (Project Detail Budget), and IV (Performance Report) was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges. Invoices for cost reimbursement subgrants must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved subgrant budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

Listed below are types and examples of supporting documentation:

i. **Personnel Services.**

a. **Salaries**: Timesheets that support the hours worked on the Project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions, and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay can be submitted. If this document does not reflect the information needed, the Subrecipient shall submit additional pay documentation in a timely manner when requested.

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b. **Fringe Benefits**: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

ii. **Contractual Services.** Should be supported by a copy of the approved subcontract agreement, invoice showing payment request and dates of service from the vendor, and proof of payment by the Subrecipient.

iii. **Expenses.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

iv. **Travel.** Reimbursement for travel must be in accordance with s. 112.061, F.S. and the most recent version of the FDOT Disbursement Handbook, which includes submission of the travel costs on an approved state travel form along with supporting receipts and invoices.

v. **Equipment Costing $10,000 or More.** Should be supported by a copy of any required pre-approvals, invoice showing payment request from the vendor, and proof of payment by the Subrecipient.

vi. **Indirect Cost.** If the subgrant stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

All documentation should be readable and include the necessary calculations to support the amounts being requested. Illegible documents or documents for the wrong time-period or calculation amounts will require resubmittal by the Subrecipient. If documents provided do not equal the totals requested, additional documentation may be requested, or amounts reimbursed will be reduced to totals supported by documentation.

Subgrant agreements between state agencies, and/or subgrant agreements between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports and do not have to include check numbers.

(d) **Non-Aligned Purchases Pre-Approval Requirement**: Pre-approval is required if there are any purchases that cross subgrant years (October 1st – September 30th). A letter requesting pre-approval for purchases crossing into the next subgrant year must be submitted to the FDOT State Safety Office in draft form for review and approval. Only after the written approval from the FDOT State Safety Office is received, can a purchase be made.

(e) **Frequency and Deadlines for Submission.**

i. **Partial Claims.** Subrecipients should submit all costs for reimbursement monthly unless no costs were incurred within a month. Reimbursement for personnel costs may be submitted after each pay period, if desired. Failure to submit reimbursement requests in a timely manner may result in this Agreement being terminated.

ii. **Final Claim.** A final financial request for reimbursement shall be submitted and/or postmarked no later than October 31 following the end of this Agreement period. Such a request should be distinctly identified as **Final**.

The Subrecipient agrees to forfeit reimbursement of any amount incurred or expended if the final request is not submitted and/or postmarked by October 31 following the end of this Agreement period.

(f) **Travel Reimbursement.** Bills for travel expenses specifically authorized in this Agreement shall be submitted on the FDOT Contractor Travel Form (300-000-06) and will be paid in accordance with Section 112.061, F.S. and the most current version of the FDOT Disbursement Handbook for Employees and Managers.

(g) **Equipment Reimbursement.** All requests for reimbursement of equipment having a unit cost of $10,000 or more and a useful life of one year or more shall be accompanied by an Equipment Accountability Form (FDOT Form No. 500-065-09). Reimbursement of these equipment costs shall not be made before receipt of this form.

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(h) **Media Purchase Reimbursement.** Proof of performance (e.g., copies and/or images of posters, air schedules, etc.) of all paid media purchased with subgrant funds shall be attached to reimbursement requests.

(i) **Artificial Intelligence (AI) Reimbrsement**. Artificial Intelligence (AI) software such as ChatGPT, Google AI, etc. are not an allowable expense under the subgrant. Any purchases of this software and associated fees will not be reimbursed under this subgrant.

(j) **Signature Requirements.** All requests for reimbursement shall be signed by an Authorized Representative of the Subrecipient.

(k) **Reimbursement Timeline.** Subrecipients providing goods and services to the Department should be aware of the following time frames. The FDOT State Safety Office has a 30-day review process to approve goods and services that starts on the date of receipt of financial reimbursement request. After that review and approval, the Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved. Financial reimbursement requests may be returned if not completed properly. If a payment is not available within 40 days from the FDOT State Safety Office approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the financial reimbursement request amount, to the Subrecipient. Interest penalties of less than one (1) dollar will not be enforced unless the Subrecipient requests payment. Financial reimbursement requests that have to be returned to a Subrecipient because of Subrecipient preparation errors will result in a delay in the payment. The financial reimbursement request payment requirements do not start until a properly completed financial reimbursement request is provided to the Department.

(l) **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred. If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Subrecipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of Agreement non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or Agreement noncompliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of this Agreement term.

(m) **Vendor Ombudsman.** A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Subrecipients who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

(n) **Projects with Non-profit Entities.** Pursuant to Section 216.1366, F. S., the Subrecipient shall provide documentation to indicate the amount of state funds:

i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Subrecipient.

ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Subrecipient. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S. and must additionally be posted to the Subrecipient's website, if the Subrecipient is a non-profit organization and maintains a website. The Subrecipient shall utilize FDOT Form No. 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject form is required for every contract for services executed, amended, or extended on or after July 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

iii. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

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

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

71. **Tracking and Retention of Financial Records.** The Subrecipient shall maintain an accounting system or separate accounts to ensure funds and Projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Subrecipients general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

72. **Program Income.** Program income means gross income earned by Subrecipient that is directly generated by a supported activity or earned as a result of the Agreement award during the Agreement period of performance. Program income must be deducted from total allowable costs to determine the net allowable costs. Program income must be used for current costs and any remaining program income must be offset against the final request for reimbursement. Program income that the Subrecipient did not anticipate at the time of the Agreement award must be used to reduce the Federal award and Subrecipient contributions rather than to increase the funds committed to the Project.

73. **Registration for Attendance.** No activities funded under this Agreement shall charge a registration fee for attendance.

74. **Responsibility of Subrecipient.** The Subrecipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All monies spent on this Project shall be disbursed in accordance with the provisions of the Project Detail Budget as approved by the FDOT State Safety Office. All expenditures and cost accounting of funds shall conform to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, herein incorporated by reference, (hereinafter referred to as Applicable Federal Law).

REQUIREMENTS

75. **Child Safety Seats.** Any agency that receives child safety seats must have at least one staff member who is a current Certified Child Passenger Safety Technician.

76. **Enforcement.**

(a) **Automated Traffic Enforcement.** No subgrant funds will be awarded or expended to carry out a program to purchase, operate, or maintain an automated traffic enforcement system. (23 U.S.C. 402(c)(4)). The term "automated traffic enforcement system" includes any camera that captures an image of a vehicle for the purposes only of red light and speed enforcement and does not include handheld radar and other devices operated by law enforcement officers to make an on-the-scene traffic stop, issue a citation, or other enforcement action at the time of violation. Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court or Administrative Hearings, and enforcement from aircraft.

(b) **Aircraft Enforcement**. Subgrant funding will not be utilized or reimbursed for enforcement from aircraft (airplane, helicopter, drone, etc.) without prior written approval from the FDOT State Safety Office.

(c) **Investigations and Court.** Subgrant funding will not be utilized or reimbursed for continuing priorly initiated investigations, court, or administrative hearings.

(d) **Data Driven.** Selection of enforcement activity locations should be based on current data that identifies high-risk areas with the greatest number of crashes, serious injuries, fatalities, and/or traffic violations (citations). Data should be reviewed periodically to ensure that the most current high-risk areas are continually addressed throughout this Agreement period.

(e) **High Visibility Enforcement.** All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this Agreement.

High Visibility Enforcement is defined as:

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Intense: Enforcement activities are over and above what normally takes place.

Frequent: Enforcement occurs often enough to create general deterrence.

Visible: A majority of the public sees or hears about the enforcement.

Strategic: Enforcement targets high-risk locations during high-risk times.

(f) **Hours Limit.** Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. Extenuating circumstances must be documented in the activity report. There is no pay period limit on hours worked.

(g) **Conforming Product List.** Any speed measuring device purchased with subgrant funding shall be in accordance with State approved Speed Measuring Devices listed in 15B-2.013 F.A.C.

(h) **Impaired Driving Enforcment.**

i. **Hours of Emphasis.** A strong emphasis of enforcement operations should be during the hours of 6:00 pm to 6:00 am. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. Agencies should ensure that enforcement saturation/wolfpack/roving patrols are conducted in periods of no fewer than 3 consecutive hours. The FDOT State Safety Office reserves the right to request a copy of any subgrant funded checkpoint After Action Report.

ii. **Mobilization Participation.** All law enforcement agencies that receive impaired driving subgrant funding should participate in all NHTSA impaired driving moblizations for the following holidays and events: New Year's Day, NFL Super Bowl, St. Patrick's Day, Cinco de Mayo, Independence Day, Labor Day, Halloween, and the end of year holiday season.

iii. **Required Credentials for Impaired Driving Enforcement.** Any law enforcement officer who takes enforcement action and receives compensation under an impaired driving subgrant must have successfully completed at least one of the following within the last five years:

a. NHTSA/IACP 24 hour DWI Detection and Standardized Field Sobriety Testing (SFST) course;

b. NHTSA/IACP 4 hour DWI Detection and Standardized Field Sobriety Testing (SFST) refresher course;

c. NHTSA/IACP DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Development course;

d. NHTSA/IACP 8-hour DWI Detection and Standardized Field Sobriety Testing (SFST) Instructor Update course;

e. NHTSA/IACP Advanced Roadside Impaired Driving Enforcement (ARIDE) course; or

f. Be an active certified Drug Recognition Expert (DRE).

(i) **Motorcycle Enforcement.** No subgrant funds will be used for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(j) **Occupant Protection Enforcement.** All law enforcement agencies that receive occupant protection subgrant funding should participate in all NHTSA occupant protection mobilizations for Click It or Ticket and are encouraged to participate in Child Passenger Safety Week and National Seat Check Saturday. Safety belt enforcement is encouraged for both day and nighttime.

(k) **Speed and Aggressive Driving Enforcement.** All law enforcement agencies that receive speed and aggressive driving subgrant funding should participate in the NHTSA Regional speed and aggressive driving moblization for Operation Southern Slow Down.

i. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system, must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

(l) **Teen Safe Driving Enforcment.**

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i. **Hours of Emphasis.** Emphasis of enforcement operations should be during the hours of 11:00 pm to 6:00 am.aligning with the parameters of Florida's Graduated Driver Licensing (GDL) Laws. Expansion of enforcement operation hours can be adjusted based on supporting data and prior written approval by the FDOT State Safety Office. The agency will maintain detailed records of enforcement operations.The FDOT State Safety Office reserves the right to request a copy of any subgrant funded Computer Aided Report (CAD).

ii. **Required Credentials for High Visibility Enforcement.** Any law enforcement officer who is using a radar or laser speed detection system must be certified in the use of that piece of equipment. Officers not certified to use radar or laser speed detection system may work in a saturation/wolfpack/roving patrol with prior written approval by the FDOT State Safety Office.

77. **Public Service Announcements, Marketing, and Advertisements.**

(a) **Closed Caption Requirement.** All public service announcements produced with Federal highway safety funds shall be closed captioned for the hearing impaired.

(b) **Media Plan.** All paid media reimbursed with subgrant funds shall contain a traffic safety message. In order to maximize the effectiveness of the paid media, when marketing or advertising is included in subgrant activities, it shall be done only in conjunction with proven, effective countermeasures, and when the message of the media is designed to call attention to those countermeasures. Before incurring costs related to the paid media, a final draft of the media and media plan shall be submitted to the FDOT State Safety Office for review.

Media plans should include the following:

i. What program/policy the paid media is supporting;

ii. How the paid media will be implemented to support an operational enforcement program whether it be a periodic crackdown/mobilization or an on-going saturation or roving patrol;

iii. The amount allocated for paid media;

iv. Anticipated creative costs associated with the paid media; and

v. The measures that will be used to assess message recognition and penetration of the target audience.

(c) **Tagging.** All subgrant funded public service announcements, marketing, and advertisements shall be tagged "Funding provided by the Florida Department of Transportation, or Funded by FDOT", or FDOT logo, "Brought to you by ...." or "Provided by ..." may also be used for this requirement. Television commercials must include a statement as set forth above. The name of the Subrecipient and its logo can appear on the paid media, if approved by the FDOT State Safety Office, but the names of individuals connected with the Subrecipient shall not appear when paid for with Federal highway safety funds, unless otherwise approved by the FDOT State Safety Office.

(d) **Prohibition of Gifts.** Contractual agreements for marketing and advertising which include communications, public information, and paid media expenditures shall not include gifts as defined by Section 112.312, F.S., which includes items such as tickets, seats, food, travel, apparel, memorabilia, etc., to any representative of this Agreement or any of their traffic safety partners unless the item or service is regularly made available to the general public at no cost.

78. **Public Information and Education Items.** Public Information and Education Items are defined as materials whose purpose is to convey substantive information about highway safety. Paper, pamphlets, flash drives, CD-ROMs, and similar media that contain educational materials are all allowable because their purpose is to contain and convey educational information. In order to be considered educational, distributed material must provide substantial informational and educational content to the public (not merely a slogan) and have the sole purpose of conveying that information. If a Subrecipient chooses to provide educational content on a flash drive, CD-ROM, or similar device, that device must be an economical method of conveying the information.

Before printing or ordering any public information and education items, a final draft or drawing of the items shall be submitted to the FDOT State Safety Office for review and written approval.

Requests should include the following:

(a) What public information or educational item is being requested;

(b) What program/policy is the item supporting;

(c) Who the target audience is;

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(d) How the item will be distributed;

(e) Estimated unit cost(s) for the item; and

(f) Current inventory levels (if any) of the item.

The FDOT State Safety Office shall provide written approval for reimbursement if the items are appropriate for purchase under this Agreement. Copies and/or images of all public information and education items purchased with highway safety funds shall be attached to the forms requesting reimbursement for the items.

Printed materials (tip cards, brochures, safety pledges, surveys, activity books, booklets, guides, etc.) can be freely distributed, however tangible items (helmets, DVDs, CD-ROMs, flash or thumb drives, reflective tape, etc.) require the person receiving the item to interact with the Subrecipient in some manner related to the goal of the Project in order to receive the item. Interaction includes attending a presentation, having a discussion with a program representative, signing a pledge sheet, filling out a survey form, answering a traffic safety question, etc. The results of this interaction must be reported in the performance report.

Where feasible, either the Florida Department of Transportation logo or the words "Funding provided by the Florida Department of Transportation or Funded by FDOT" shall appear on or in all items. "Brought to you by" or "Provided by" may also be used for this requirement. The name of the Subrecipient and its logo can appear on any of the public information and education items. The names of individuals connected with the Subrecipient shall not appear on any printed materials, and advertisements paid for with highway safety funds.

Per 2 CFR 200 and NHTSA Memo "Use of NHTSA Highway Safety Grant Funds for Certain Purchases" (dated May 18, 2016), use of NHTSA grant funds to purchase promotional items or memorabilia (backpacks, cups, flashlights, key chains, magnets, shirts, stickers, sunglasses, umbrellas, etc.) is prohibited and therefore unallowable under this Agreement.

79. Publication and Printing of Observational Surveys and Other Reports.

(a) **Review and Publication.** During this Agreement period, but before publication or printing, the final draft of any report or reports required under this Agreement or pertaining to this Agreement shall be submitted to the FDOT State Safety Office for review and concurrence. After Agreement period has concluded, Subrecipients may publish after providing the FDOT State Safety Office with at least a 15-day prior written notice.

(b) **Discussion.** Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures that describe plans but discuss neither data nor results may be given to other groups without prior written approval.

(c) **Required Language.** Each publication or other printed report covered by Paragraph 79(a) above shall include the following statement on the cover page:

i. This report was prepared for the FDOT State Safety Office, Department of Transportation, State of Florida, in cooperation with the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, U.S. Department of Transportation.

ii. The conclusions and opinions expressed in these reports are those of the Subrecipient and do not necessarily represent those of the FDOT State Safety Office, Department of Transportation, State of Florida, and/or the National Highway Traffic Safety Administration, U.S. Department of Transportation and/or Federal Highway Administration, or any other agency of the State or Federal Government.

80. Safety Belt Policy. Each Subrecipient shall have a written safety belt policy, which is enforced for all employees. A copy of the policy shall be maintained by the Subrecipient and made available for review if requested.

81. Special Conditions.

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Part VI: Federal Financial Assistance (Single Audit Act)

Federal resources awarded pursuant to this Agreement are as follows:

CFDA Number and Title:

- ☑ 20.600 - State and Community Highway Traffic Safety Program (NHTSA 402 Funds)
- ☐ 20.614 - National Highway Traffic Safety Administration Discretionary Safety Grants (NHTSA 403 funds)
- ☐ 20.616 - National Priority Safety Program (NHTSA 405 Funds)
- ☐ 20.205 - Highway Planning and Construction (FHWA Federal Aid Highway Program, Federal Lands Highway Program)

***Federal Funds Awarded:** $15,000

Awarding Agency: Florida Department of Transportation

Indirect Cost Rate: 0%

****Award is for R&D:** No

*The federal award amount may change with supplemental agreements
**Research and Development as defined at 2 CFR §200.87

Federal resources awarded pursuant to this Agreement are subject to the following audit requirements:

(a) 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
www.ecfr.gov

Federal resources awarded pursuant to this Agreement may also be subject to the following:

(a) Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
www.fsrs.gov

(b) Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58)
https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf

Federal Award Identification Number (FAIN):	FAIN Award Date:
69A37522300004020FL0	05/16/2022

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Project Title: Safer Streets Driving Under the Influence (DUI) Enforcement

Project Number: AL-2025-00042

FDOT Contract Number: G3505

IN WITNESS WHEREOF, the parties affirm that they have each read and agree to the conditions set forth in Part V of this Agreement that each have read and understand the Agreement in its entirety. Now, therefore, in consideration of the mutual covenants, promises and representations herein have executed this Agreement by their undersigned officials on the day, month, and year set out below.

(For FDOT Use Only)

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: DocuSigned by: Chris Craig B67BEADA5D7C4E4... *Authorized FDOT State Safety Office Representative*

Date: 11/08/2024 | 10:09 PM EST *Date Signed*

Reviewed for the Florida Department of Transportation:

By: DocuSigned by: Giselle Justo D0F39D9F5E4D448... *Authorized FDOT Attorney*

Date: 11/08/2024 | 10:26 AM EST *Date Signed*

SUBRECIPIENT

By: *Signature of Authorized Representative*

Name: Melanie Bevan *Authorized Representative's Name Printed*

Title: Chief of Police *Authorized Representative's Title Printed*

Date: 11/5/2024 *Date Signed*

IMPLEMENTING AGENCY

By: *Signature of Authorized Representative*

Name: Melanie Bevan *Authorized Representative's Name Printed*

Title: Chief of Police *Authorized Representative's Title Printed*

Date: 11/5/2024 *Date Signed*

NOTE: These signatures are the only recognized authorized representatives for this Agreement, unless delegation is granted in writing.

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To: Sharayton.Kalkai@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL

G3505

10/29/2024

CONTRACT INFORMATION

Contract:	G3505
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF BRADENTON
Vendor ID:	F596000283001
Beginning Date of This Agreement:	10/28/2024
Ending Date of This Agreement:	09/30/2025
Contract Total/Budgetary Ceiling:	ct = $15,000.00
Description:	AL-2025-00042 Bradenton, Safer Streets Driving Under the Influence (DUI) Enforcement

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 10/29/2024

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55671000961
Expansion Option:	A6
Object Code:	780000
Amount:	$15,000.00
Financial Project:	45359328401
Work Activity (FCT):	174
CFDA:	20.600
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088796/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: $15,000.00

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Docusign Envelope ID: 2E0308D9-EC89-432C-B83C-F7F61D1AF4E1

Institute of Police Technology and Management
University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 11, 2024

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G2X22

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Bradenton in the amount of $12,906.49. Under the contract, Bradenton Police Department will conduct overtime high visibility education and enforcement operations through May 9, 2025.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

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Letter of Agreement and Contract

In this contract between the City of Bradenton ("Vendor") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Vendor shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 9, 2025.

Total contract amount will not exceed $12,906.49

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract G2X22. All services must be completed by May 9, 2025. The final invoice must be received by June 6, 2025 or payment will be forfeited.

It is expressly understood that the Vendor is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Vendor shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the vendor shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Vendor is a subdivision, as defined in Section 768.28, Florida Statutes, and Vendor agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Vendor while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Vendor of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Vendor is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

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EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. OBJECTIVE:

The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. PURPOSE:

In 2022, 3,553 people lost their lives in traffic crashes on Florida's roadways. More than 22% of them were pedestrians (786) and more than 6% were bicyclists (220).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable that all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. IPTM RESPONSIBILITIES:

IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Vendor for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Vendor but are subject to availability. IPTM reserves the right to review and audit the Vendor's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Vendor will be unable to properly utilize the full funding amount as outlined herein.

IV. VENDOR SERVICES AND RESPONSIBILITIES:

Vendor will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Vendor will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

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the Vendor's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Vendor shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Vendor must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 30 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Vendor's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Vendor will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Vendor will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Vendor shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☐Only Tier 1 locations shall be worked from contract execution through May 9, 2025

☒Only Tier 2 locations shall be worked from contract execution through May 9, 2025

☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Vendor performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Vendor will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.

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- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2023**. The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*" is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Vendor may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review*". For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Vendor is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Vendor shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Vendor free of charge for this purpose.

- Vendor may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.

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Strategic: Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Vendor must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 60 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Vendor must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Vendor for an amount up to the total costs incurred for the overtime worked; therefore, Vendor must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Vendor to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Vendor shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Vendor, or their delegate.

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The University has 40-days to review and process invoices for services. This process begins on the date the Vendor invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar will not be enforced unless the Vendor requests payment. Invoices that have to be returned to a Vendor because of Vendor preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Vendor payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Vendor does not comply with the contract requirements, the University shall notify the Vendor of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Vendor is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Vendor may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Vendor may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Vendor has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Vendor's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Vendor, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 28, 2025.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

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All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Vendor is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

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EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☐Only Tier 1 locations shall be worked from contract execution through May 9, 2025.
  ☒Only Tier 2 locations shall be worked from contract execution through May 9, 2025.
  ☐Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 9, 2025. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2025 through May 9, 2025.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $12,906.49

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EXHIBIT "C"

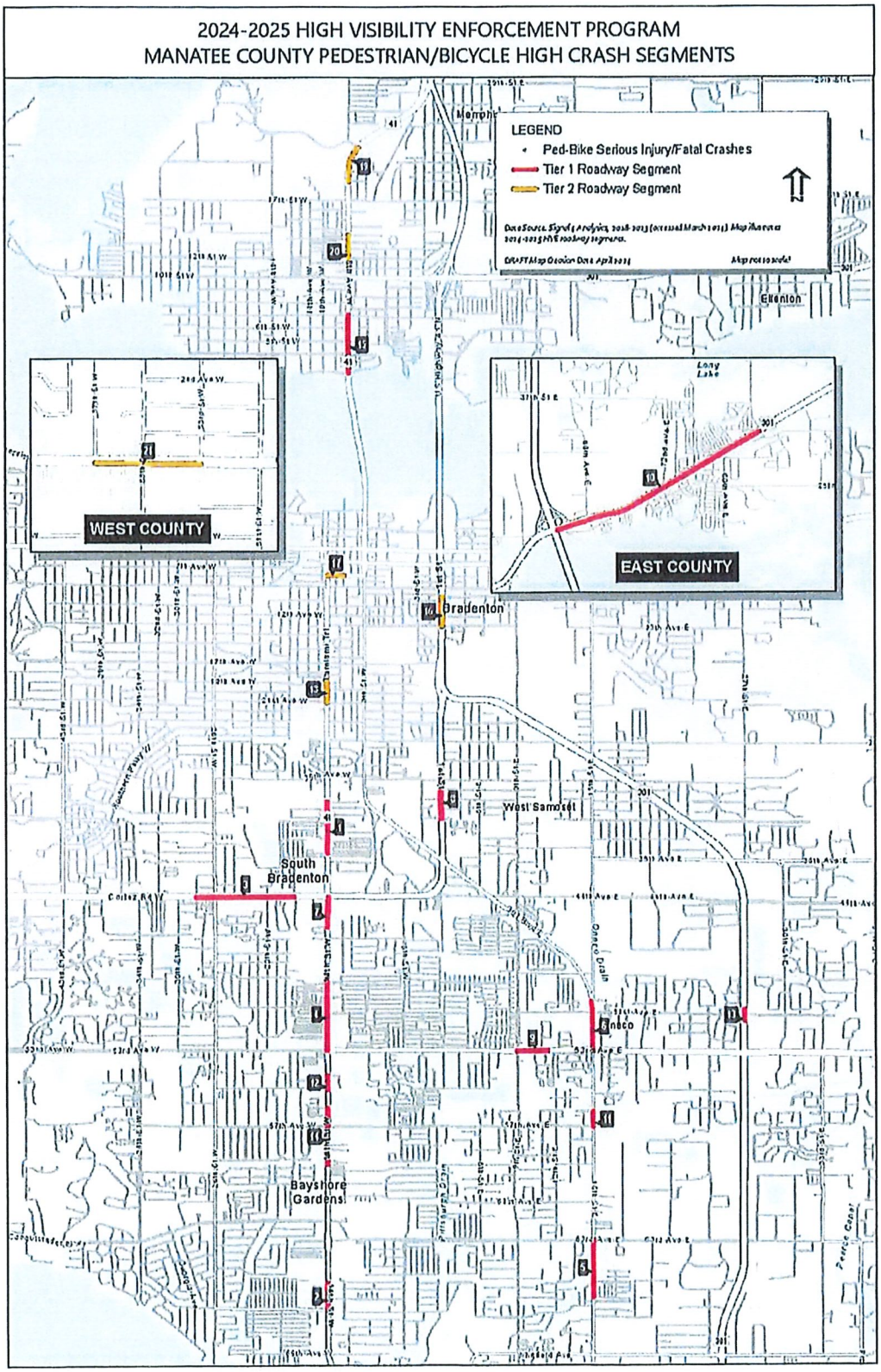
Locations for Bradenton Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

Rank	Roadway Name	From	To	Tier	Time Range		Day of the Week
					From	To	
16	US 41	13th Avenue W	10th Avenue E	2	2400	2400	Monday, Tuesday, Wednesday, Saturday
17	US 41	Tamiami Trail	12th Street W	2	100	2200	Monday, Sunday
18	US 41	21st Avenue W	18th Avenue Drive W	2	600	2100	Monday, Tuesday, Saturday
21	Manatee Avenue W	57th Street W	53rd Street W	2	700	1600	Wednesday, Friday

Data Source: Crash Analysis Reporting System 7/1/2018-6/30/2023 (downloaded March 2024). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

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EXHIBIT "C"



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Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

DocuSigned by:
Vince Smyth
5A7E367873294781...
Vince Smyth, Associate Vice President — 7/23/2024 Date

SCH

DocuSigned by:
Cammy Pucci
7D63E67823AB4ED...
Cameron Pucci, Director — 7/18/2024 Date

VENDOR ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Vendor.

Vendor Name: City of Bradenton

Address: 100 10th St W, Bradenton, FL 34205

Vendor's Authorized Agent Signature — Chief of Police Date

Melanie Bevan — July 17, 2024
Printed Name — Title

DocuSigned by:
Chris Craig
B67DFA0A5DDC4E4...
07/12/2024 | 9:34 AM EDT
FDOT APPROVAL

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Exhibit "D"

FY2024 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract # G2X22. A final invoice must be received by June 6, 2025 or payment will be forfeited.

ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this subgrant agreement. Chapter 20.055(5), F.S.

v. **DBE Assurance.** The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, or NHTSA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance**. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

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This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.