

BOARD OF COUNTY COMMISSIONERS

Vanessa Baugh, District 5 - Chairperson
George W. Kruse, At Large - First Vice Chair
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Reggie Bellamy, District 2 – Third Vice Chair
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Carol Whitmore, At Large



MANATEE COUNTY, FLORIDA

Dr. Scott Hopes, County Administrator
William E. Clague, County Attorney

Manatee County Administration Building
Honorable Patricia M. Glass Chambers, First Floor
1112 Manatee Avenue West, Bradenton
8:30 AM - December 14, 2021

Board of County Commissioners
REVISION 2 **Port Authority**
Revised Agenda and Notice of Public Meeting
December 14, 2021 - Regular Meeting

This meeting can be viewed live on www.mymanatee.org/mga and on Manatee Government Access (MGA) Spectrum channel 644, Verizon channel 30, and Comcast channel 20.

Written comments can be submitted at www.mymanatee.org/comment by **Friday, December 10, at 2 p.m.** Be sure to include your name and submit your remarks by the meeting deadline. Commissioners may not receive your comments before the meeting if the form is submitted after the deadline.

During the meeting, comments may be delivered in person in the Honorable Patricia M. Glass Chambers at the Manatee County Administration Building, 1112 Manatee Avenue West, Bradenton.

Also during the meeting, the public can offer comments by phone by dialing 1-888-788-0099 or 1-877-853-5247. Enter Meeting ID Number: **818 8667 8093** (followed by #).

Dial-in Instructions:

- Dial one of the zoom numbers and enter the Meeting ID number: **818 8667 8093** (followed by #)
- There are no participant IDs, please press (#)
- You will be placed into the call on mute
- (*) 9 to raise hand
- (*) 6 to unmute

A. CALL TO ORDER

B. INVOCATION (The Commission does not endorse the religious beliefs of any speaker.)

Invocation led by Pastor Jeff Holton, West Bradenton Baptist Church, Southside Campus

C. VETERAN-LED PLEDGE OF ALLEGIANCE

Pledge of Allegiance led by Douglas James Schofield, Jr., Captain / O3E (Retired), U.S. Marine Corps

D. ANNOUNCEMENTS

Updates to the Agenda

Items Scheduled for Time Certain

1:00 p.m. - Item No. 59 -Confirmation of Appointment of the Director of the Building and Development Services Department; FOLLOWED BY Item 60 - Confirmation of Appointment of the Director of the Information Technology Services Department

1:30 p.m. - Item No. 66 - Infrastructure Sales Tax Oversight Committee Annual Report for FY21

2:00 p.m. - Item No. 63 - Letters of Engagement with Carr, Riggs & Ingram, LLC for Auditing, Evaluation, and Compliance Services; FOLLOWED BY Item No. 69 - Discussion of Financial / Budget Concerns

2:30 p.m. - Item No. 61 - Adoption of Resolution R-21-189 Redistricting the County into Commissioner Districts of Contiguous Territory as Nearly Equal in Population as Practicable

3:30 p.m. - Item No. 64 - Acceptance of Bishop SPCA Asset Transfer and Easement Agreement

4:30 p.m. - Item No. 71 - Execution of Amendment No. 1 to Agreement No. 18-R068859AJ for Correctional Health Care Services; FOLLOWED BY Item No. 67 - Discussion of the Public Safety Benefits, Revenues / Costs, and Efficiencies of the Red Light Camera Program Now and Our Approach for the Future

E. REQUESTS BY COMMISSIONERS (Items to be pulled from Consent Agenda)

F. AWARDS/PRESENTATIONS/PROCLAMATIONS

Awards and Proclamations (Motion required to adopt proclamations)

1. Presentation of the 2021 Employee of the Year and Adoption of Proclamation Designating "Patricia Adams Day"

G. CITIZEN COMMENTS (Consideration for Future Agenda Items - 30 Minute Time Limit)

Each person will be limited to three (3) minutes. If the thirty (30) minute time period has been exhausted, the Board will entertain any remaining comments near the end of the meeting with the same three (3) minute per person time limitation.

Citizen Comments

H. CITIZEN COMMENTS (Consent Agenda Items Only)

Each person wishing to speak to Consent Agenda items will be limited to three (3) minutes per item; provided, however, that each person will be limited to speaking for a total of ten (10) minutes regardless of the number of items being discussed.

I. CONSENT AGENDA

Clerk of Circuit Court

2. Approval of the Clerk's Consent Agenda dated December 14, 2021
3. Approval and Acceptance of Investment Policy (TO BE DEFERRED)

Administrator

4. Adoption of Resolution R-21-040 – Manatee County Impact Fee Administrative Procedures Manual Update **Clague**

Attorney

5. Electronic Legal Notices
6. Gilda Monk v. Manatee County Sheriff, Case No.: 2020-CA-0370; Motion to Authorize settlement of this case between \$50,000 and \$75,000. **Polk**
7. Gilda Monk v. Sheriff of Manatee County, Case No.: 2020-CA-3770; Motion to Approve a Proposal for Settlement to Plaintiff, Gilda Monk, in the amount of \$50,000.00. **Polk**
8. Opioid Litigation – Authorize County Attorney to Execute Agreements to allow Manatee County to participate in the opioid settlements with the Settling Defendants (defined below) and receive the County's share of settlement proceeds. **DeCarlo**

Building and Development Services

9. Approval of Final Plat and Associated Documents for Aviary at Rutland Ranch Phase IIA & IIB
10. Approval of Final Plat and Associated Documents for Manatee Last Mile
11. Approval of Final Plat and Associated Documents for Solera at Lakewood Ranch Phase II

Financial Management

12. Adoption of Budget Amendment Resolution B-22-031 and Budget Amendment Resolution for Infrastructure Sales Tax B-22-035
13. Authorization to Allocate Additional Budgeted Funding to Blanket Purchase Order Agreement No. P1801359 – Electrical, Lighting, and Related Supplies and Services
14. Authorization to Allocate Additional Budgeted Funding to Blanket Purchase Order Agreement No. P1900914 – Tires, Tubes, and Services
15. Authorization to Award Invitation For Bid (IFB) No. 21-R077463JH for EMS Medical Supplies On An "As-Required" Basis
16. Authorization to Award Invitation for Bid Construction (IFBC) No. 21-TA003719DJ for Lift Station 14-A Force Main Replacement and Extension; Execution of Agreement
17. Authorization to Purchase Six (6) Braun Chief XL Ford F550 Ambulances
18. Authorization to Rescind the Aggregate Not-to-Exceed Amount for Agreement No. 18-TA002693AJ - Corrosion and Odor Control Services
19. Execution of Amendment No. 3 to Agreement No. 18-R069802MG for Social Media Management
20. Execution of Amendment No. 3 to Agreement No. 20-R073241JE for Video and Card Access Systems Upgrade
21. Execution of Change Order No. 2 to Agreement No. 19-TA003131AJ - San Remo Shores Watermain Replacement; and Adoption of Budget Resolution B-22-038, San Remo Shores
22. Execution of Change Order No. 2 to Agreement No. 20-TA003249AJ - Satellite Lift Station R&R 2018 Group 3
23. Execution of Interlocal Agreement regarding American Rescue Plan (ARP) Funding between Manatee County and the Manatee County Sheriff's Office (TO BE DEFERRED) **Clague**

Neighborhood Services

24. Approval of FY 2021-2022 Neighborhood Enhancement Grant Projects; Authorization for the County Administrator, or designee, to Approve and Execute Reimbursement Agreements; and Approval of the Corrected Neighborhood Enhancement Grant Project Funding Amount for Bridgewater at Lakewood Ranch **Nicodemi**

25. Execution of Amendment 002 to the State FY 21/22 Alzheimer's Disease Initiative (ADI) Grant Agreement ADI-21/22-MAN with Senior Connection Center, Inc. and Adoption of Budget Resolution B-22-032
26. Execution of Amendment 002 to the State FY 21/22 Community Care for the Elderly (CCE) Grant Agreement CCE-21/22-MAN with Senior Connection Center, Inc., and Adoption of Budget Resolution B-22-033

Parks and Natural Resources

27. Adoption of Resolution R-21-182 Appointing the Environmental Lands Management and Acquisition Committee (ELMAC) for Implementation of the Conservation and Parks Projects Resolution (R-20-105) and Creating a Board Liaison to ELMAC **Nicodemi**
28. Approval and Execution of the Gulf Consortium Subrecipient Agreement No. 2100301810.01 for the Kingfish Boat Ramp Project **Hodges**
29. Authorization to Advertise a Notice of Public Hearing for Adoption of Ordinance 22-08 (formerly 21-45) relating to the Acquisition, Protection, and Management of Environmental Lands on January 11, 2022 **Nicodemi**
30. Execution of Second Amendment to the License Agreement with Manatee County Youth Rowing, Inc. **Nicodemi**

Property Management

31. Acceptance and Recording of Conservation Easement for Mitigation from Rowe Ventures, LLC for property located at 16410 CR 675, Parrish, FL 34219 – District 1
32. Acceptance and Recording of Permanent Utilities Easement from 301 Corporate Center, LLC for the property located at 5803 24th Street East, Bradenton, Florida 34203 – District 4
33. Acceptance and Recording of Permanent Utilities Easement from Marco A. Gonzales, Alexandra Gonzales, and Manuel Castillo Toscano for property located at 512 64th Avenue East, Bradenton, FL 34203 - District 4
34. Acceptance and Recording of Permanent Utilities Easement from Park Acres Estates Association, Inc. for property located at 4620 5th Street West, Bradenton, Florida 34207 – District 4
35. Acceptance and Recording of Permanent Utilities Easement, Permanent Ingress/Egress Access Easement, and a Cross Access Easement from True Storage Bradenton, LLC, Bourne Acquisition, LLC, and 2527, LLC for property located at 512 Cortez Road, Bradenton FL, 34207 - District 2

36. Acceptance and Recording of a Temporary Construction Easement from Hawthorne South, LLC for property located at 7061 Prospect Road, Sarasota FL, 34243 - District 4
37. Acceptance and Recording of a Warranty Deed from Circle K Stores Inc for property located at 2925 1st Street East, Bradenton FL, 34208 - District 2
38. Acceptance of a Permanent Utilities Easement and a Permanent Sidewalk Easement from Bradenton CC, LLC for property located at 3630 Manatee Avenue West, Bradenton FL, 34205 - District 3
39. Acceptance of Permanent Utilities Easement from ABC Properties Ltd for the property located at 11720 SR 64 East, Bradenton, FL 34212 - District 5
40. Acceptance of Permanent Utilities Easement from Dick Road-Blend-All Hotel Development, Inc.; Walden Avenue-Blend-All Hotel Development, Inc.; and WR-I Associates, Ltd. by BG the Village, LLC for property located at 7978 Cooper Creek Boulevard, University Park, FL 34201 - District 5
41. Acceptance of Permanent Utilities Easement from GH & G Flamingo LLC for property located at 5942 14th Street West, Bradenton, FL 34207 - District 4
42. Acceptance of Permanent Utilities Easement from LN Properties CV, LLC for the property located at 11521 State Road 70 East, Bradenton, Florida 34202 – District 5
43. Acceptance of Warranty Deed from Heritage Harbour Market Place Community Development District for property located along Port Harbour Parkway, Bradenton, Florida 34212 – District 1
44. Execution and Recording of Notice of Termination of a Permanent Utilities Easement; and Acceptance and Recording of Permanent Utilities Easement from Creekside Preserve Homeowners Association, Inc. for an area known as Creekside Preserve located near Erie Road and U.S. Highway 301 - District 1
45. Execution of Contract for Sale and Purchase for Fee Simple Acquisition between Gladys Guzman and Manatee County for Parcel 161/Moccasin Wallow Road – US 41 to Gateway Blvd - CIP Project No. 6092560 - District 1

Public Works

46. Adoption of Resolution R-21-185 to Approve the Alignment of 27th Street East Functional Improvement (TO BE DEFERRED)
47. Adoption of Resolution R-21-191 regarding the Capital and Operating Assistance Grant Applications for Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program Funding
48. Authorization to Classify Equipment as Surplus

- 49. Execution of Utility Reimbursement Agreement between Manatee County and Benderson Development Company, LLC for the Reroute of a Sanitary Sewer Main; Adoption of Budget Resolution B-22-036 **Hodges**

Redevelopment and Economic Opportunity

- 50. Acceptance of Affordable Housing Advisory Committee 2021 Incentive Review and Report Recommendation
- 51. Approval and Execution of the Subordination Agreement with Terraces Riverside, LLC and Terraces RAF LLC to allow for the Refinancing with Keybank National Association for the Terraces At Peridia Apartments to Preserve Housing Affordability Restrictions
- 52. Execution of the Land Use Restriction Agreement For Cottages At Avignon Village (Manatee Ventures Inc.)
- 53. Execution of Utility Reimbursement Agreements for Poling Gardens

Utilities

- 54. Authorization to Waive Service Fees Assessed to Utility Customer Accounts
- 55. Execution of Aqua One Community Development District Agreement for Transfer of Potable Water and Wastewater Facilities and Agreement for Assignment of Right to Use Easements; Acceptance of Warranty Deed and Bill of Sale **Hodges**

J. APPROVAL OF CONSENT AGENDA

Motion to Approve the Consent Agenda

K. ADVISORY BOARD APPOINTMENTS

L. PORT AUTHORITY

M. ADVERTISED PUBLIC HEARINGS (Presentations Upon Request)

Building and Development Services

- 56. Adoption of Ordinance No. 21-48 Establishing the Coddington Community Development District **Soto**

Public Works

- 57. Adoption of Resolution R-21-177 declaring an intent to place road paving, sanitary sewer, street lighting, reclaimed water, sidewalks, and landscape beautification projects on the tax bills as non-ad valorem assessments commencing in 2022

N. ADVERTISED PUBLIC HEARINGS (Presentation Scheduled)

Redevelopment and Economic Opportunity

58. Authorization to submit the 2020/21 Housing and Urban Development (HUD) Consolidated Annual Performance and Evaluation Report (CAPER)

O. REGULAR

Administrator

59. 1:00 P.M. TIME CERTAIN - Confirmation of Appointment of the Director of the Building and Development Services Department
60. 1:00 P.M. TIME CERTAIN - Confirmation of Appointment of the Director of the Information Technology Services Department
61. 2:30 P.M. TIME CERTAIN - Adoption of Resolution R-21-189 Redistricting the County into Commissioner Districts of Contiguous Territory as Nearly Equal in Population as Practicable **Clague**

Attorney

62. Evaluation of County Administrator

Financial Management

63. 2:00 P.M. TIME CERTAIN - Execution of Letters of Engagement with Carr, Riggs & Ingram, LLC for Auditing, Evaluation, and Compliance Services **Clague**
71. 4:30 P.M. TIME CERTAIN - Execution of Amendment No. 1 to Agreement No. 18-R068859AJ for Correctional Health Care Services

Public Safety

64. 3:30 P.M. TIME CERTAIN - Acceptance and Execution of Bishop SPCA Asset Transfer and Easement Agreement **Soto**

P. REPORTS

Administrator

65. Dashboard Report - Provided for Informational Purposes

Financial Management

66. 1:30 P.M. TIME CERTAIN - Infrastructure Sales Tax Oversight Committee Annual Report for FY21

Q. COMMISSIONER AGENDA

Commissioner Servia

67. 4:30 P.M. TIME CERTAIN - Discussion of the Public Safety Benefits, Revenues / Costs, and Efficiencies of the Red Light Camera Program Now and Our Approach for the Future

Commissioner Van Ostenbridge

68. Authorization to Request and Schedule a Joint Meeting of the Board of County Commissioners and the Holmes Beach City Commission

Commissioner Whitmore

69. 2:00 P.M. TIME CERTAIN - Discussion of Financial / Budget Concerns

Election of Officers

70. Election of Officers for the 2022 Calendar Year

R. CITIZEN COMMENTS (Continuation of Consideration for Future Agenda Items, if needed)

S. COUNTY ATTORNEY COMMENTS

T. COUNTY ADMINISTRATOR COMMENTS

U. COMMISSIONER COMMENTS

V. ADJOURN

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions including one's access to, participation in, employment with, or treatment in its programs or activities. Anyone requiring reasonable accommodation for this meeting as provided for in the Americans with Disabilities Act (ADA), or assistance with accessing any of these documents, should contact Carmine DeMilio at (941) 792-8784 Ext. 8203 or carmine.demilio@mymanatee.org.

The Board of County Commissioners of Manatee County and the Manatee County Port Authority may elect not to convene, if no business is scheduled; however, each reserves the right to take action on any matter during its meeting, including items not set forth within this agenda. The Chair of each governing body at his/her option may take business out of order if he/she determines that such a change in the schedule will expedite the business of the governing body.

All public comment on quasi-judicial agenda items is required to be under oath and must occur at a duly noticed public hearing. The Citizens' Comments portion of the agenda is not an advertised public hearing, and no comments on quasi-judicial agenda items are authorized during the Citizens' Comments portion of the agenda.

PUBLIC NOTICE: According to Florida Statutes, Section 286.0105, any person desiring to appeal any decision made by the Board of County Commissioners (or the other entities that are meeting) with respect to any matter considered at said public hearing/meeting will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.



MEMORANDUM

To: Dr. Scott Hopes, County Administrator

From: Diane Vollmer, Agenda Coordinator

Date: December 13, 2021

Subject: **Agenda Update for Meeting of December 14, 2021**

This memo and the changes indicated below are reflected in the electronic agenda.

Public Comments

Written comments submitted through the online Public Comment form were added to:

- Item 29 - Authorization to Advertise a Notice of Public Hearing for Adoption of Ordinance 22-08 (formerly 21-45) relating to the Acquisition, Protection, and Management of Environmental Lands on January 11, 2022
- Item 61 - Resolution R-21-189 Redistricting the County into Commissioner Districts of Contiguous Territory as Nearly Equal in Population as Practicable

Changes to Regular Agenda

ADMINISTRATOR

Item 59 - Confirmation of Appointment of the Director of the Building and Development Services Department

Courtney De Pol's resume was added to this item.

Item 60 - Confirmation of Appointment of the Director of the Information Technology Services Department

This item was updated to indicate the selection of Andrew "Drew" T. Richardson as the Director.

ADMINISTRATOR

Item 61 - Resolution R-21-189 Redistricting the County into Commissioner Districts of Contiguous Territory as Nearly Equal in Population as Practicable

An email from Carol Felts and Town Hall Comment Cards submitted by Commissioner Servia were added to this item.

PUBLIC SAFETY

Item 64 - Bishop SPCA Asset Transfer and Easement Agreement

The final drafts of the agreements were attached to this agenda item.

FINANCIAL MANAGEMENT

Item 71 - Amendment No. 1 to Agreement No. 18-R068859AJ for Correctional Health Care Services

The unsigned copy of the amendment was replaced with the copy signed by NaphCare.



Public Comment

Submitted On: Dec 12, 2021, 06:00PM EST

Manatee County, FL

Agenda Item 29

Full Name	First Name: Betsy Last Name: Benac
Email	bbenac@hotmail.com
Topic/Agenda Item	Proposed Ordinance 22-08/agenda item #27
Comment (max. 3,000 characters)	First of all-BS that you have to submit comments by Friday, when the agenda on Friday didn't even include this new Ordinance. Your ability to hide objectionable items and add them to a last minute agenda is outrageous. Making Satcher the Chair of a Citizens advisory board is also outrageous-this state of FL/county newcomer who doesn't even know what the Clean Water Act is (adopted in 1972 under Nixon) yet wants it to go away. His objective is clear- "I'm the Chair, that's why" get rid of the citizens approved referendum to protect sensitive environmental lands. Why even have Citizen Advisory Boards -if they will be ruled by the Commission. Legal? Maybe, never heard of it before but ya'll love making rules that silence citizens, shame on you and your administrator for acquiescing to the power hungry know nothing commissioners. Do the right thing, serve the citizens in a supporting roll as a liaison or eliminate the Citizen Advisory Board and show how much you really don't care what they think.
Which meeting is this public comment for? (Please select date of meeting)	December 14, 2021



Public Comment

Submitted On: Dec 12, 2021, 09:36PM EST

Manatee County, FL

Full Name	First Name: Shane Last Name: Wedel
Email	Shane.wedel@gmail.com
Topic/Agenda Item	Item No. 29
Comment (max. 3,000 characters)	<p>Dear Commissioners, I sincerely thank you for reading and considering my note. I know you receive much correspondence, so I appreciate any attention you have for mine. I am writing regarding Ordinance No. 22-08 which would establish a county commissioner as the permanent chair of the Elmac committee. While I do support having a commissioner as a liaison to the committee, I do not support having a commissioner as a voting member of the committee much less the chair. I may be wrong, but at the Oct. 27th work session I believe only the addition of a liaison was discussed and approved by the seven of you. I do not understand how we got from liaison to voting member, much less permanent chair? I would love to understand the process by which this has occurred. Having a commissioner as a voting member of a citizens advisory committee in concept seems odd. We are talking about a citizens advisory committee (not citizen/elected official advisory committee), whose job is to advise the board on complicated issues. A liaison will assist in the communication between the two bodies and that would be positive. It is my opinion that a voting commissioner elmac member who is automatically the chair could result in stifling citizen input and that would be an unacceptable and most regrettable outcome. Please vote no on item No. 29 Tuesday. Do not advertise Ordinance 22-08 or have a hearing on January 11th for its adoption. Sincerely, Shane Wedel Manatee County Citizen</p>
Which meeting is this public comment for? (Please select date of meeting)	December 14, 2021



Public Comment

Submitted On: Dec 13, 2021, 01:44PM EST

Manatee County, FL

Agenda Item 61

Full Name	First Name: Louise Last Name: Seeley
Email	lvseeley@yahoo.com
Topic/Agenda Item	Redistricting
Comment (max. 3,000 characters)	The Commission should not have voted to remove Map A1 from the discussion on redistricting. Watching the two meetings where Map A was removed from discussion and a new map introduced made me disgusted to live in this county. The Commission should follow the recommendation of the expert, to whom we have paid thousands of tax dollars to create a map. The Urban Core should not be divided. No map should be drawn just so a commissioner can move to where he wants and still keep his seat on the Commission. Follow the Map created by the expert. Vote for Map A1.
Which meeting is this public comment for? (Please select date of meeting)	December 14, 2021

Courtney Zeiders De Pol P.E.

13937 Longboat Drive
Corpus Christi, TX 78418

Mobile: [REDACTED]

Email: [REDACTED]

Education:

Vanderbilt University Nashville, TN

Bachelor's Degree 05/2008

GPA: 3.38 of a maximum 4

Credits Earned: 126 Semester hours

Major: Civil Engineering **Minor:** Mathematics; **Honors:** Cum Laude

Pennsylvania State University, World Campus Philadelphia, PA

Master's Coursework

GPA: 3.87 of a maximum 4.00

Credits Earned: 15 Semester hours

Major: Engineering Management

Experience/Work History:

Department of the Navy, NAS Corpus Christi, TX

10/2019 – Present

Series: 0801 Pay Plan: GS Grade: 14

Deputy Public Works Officer (Supervisory)

Duties, Accomplishments and Related Skills:

First level supervision of 7 employees and indirect supervision of an additional 120. Assists the Public Works Officer (PWO) in programming and execution for all NAVFAC Products and Services. Accountable for the effective and efficient leadership of personnel and the management of budgets, facility and equipment resources. Responsible for the first line supervision of the managers accountable for providing client liaison; facilities management; facilities engineering and acquisition; production and environmental services. Develops and leads a cohesive PWD team with diversity of skills to support dynamic Navy programs. Manages a budget of \$12M in annual sustainment funding with \$90M in new FY21 contracts awarded and a projected FY22 WIP of over \$130M. Manages all human resources efforts within the PWD, including coordination with NAVFAC Southeast Business and Support Lines and Manpower to ensure recruitments are processed smoothly. Responsible for directing, reviewing, coordinating and executing the construction, environmental, base operations support, planning and real estate programs for supported commands. Supervises staff who execute and manage complex, long-term, high visibility projects. Responsible for ensuring the PWD is in compliance with all Navy and NAVFAC financial regulations, working closely with PWD Financial Management to track budgets, labor expenditures, invoice processing and utility billings. Approves awards, disciplinary actions, changes in position descriptions and position classifications.

Department of the Navy, NAS Kingsville, TX

06/2019 – 10/2019

Series: 0801 Pay Plan: GS Grade: 13

Deputy Public Works Officer (Supervisory)

Duties, Accomplishments and Related Skills:

Same duties and responsibilities as current position, but at a smaller Public Works Department (PWD). First level supervision of 5 employees and indirect supervision of an additional 70. Managed a budget of \$6M in sustainment funding and a WIP of approximately \$35M annually.

Department of the Navy, NAS Kingsville, TX
08/2017 – 05/2019

Series: 0801 Pay Plan: GS Grade: 13

Facilities Management Division Director (Supervisory)

Duties, Accomplishments and Related Skills:

First level supervisory oversight of 3 employees with second level oversight of an additional 7. Facilities Planning responsibilities included leadership, coordination, and oversight necessary to accomplish community management, space management analysis and site approval determination, working with installation and region commanders, program managers, and consultants. Led the existence and completeness efforts in support of the Financial Improvement and Audit Readiness (FIAR) initiative in order to effectively manage all installation facility assets. Responsible for planning, programming and prioritizing requirements in accordance with funding program requirements. Managed requirements for all business lines, including utilities and facilities requirements planning, programming and prioritization with regards to the Maintenance Execution Plan (MEP), Maintenance Action Plan (MAP) and Long Range Maintenance Plan (LRMP). Managed award of \$12 million in FY18 sustainment-funded projects, with an original sustainment project budget of only \$2 million.

Department of the Navy, NAS Kingsville, TX
06/2016 - 08/2017

Series: 1601 Pay Plan: GS Grade: 12

Supervisory Facility Management Specialist (Supervisory)

Duties, Accomplishments and Related Skills:

First level supervisory oversight of seven employees: recurring maintenance engineering technician (RMET), production controller, work induction, facility management specialist, materials expediter, and engineering technician scope writers. Led complete overhaul of NAS Kingsville's five-year Infrastructure Condition Assessment Program (ICAP) plan, including successful inspection of over 120 facilities and 700+ non-dynamic assets in less than two years. Directed the correction of over 750 dynamic assets with attached job plans, while short staffed with no RMET, and mitigated the additional workload within the Requirements Branch. Revamped the entire Building Manager program and developed the first Building Manager Handbook for NAS Kingsville (NASK). Led development of NASK's Lead-based paint and Mold Standard Operating Procedure Manuals. Led comprehensive baseline asbestos sampling at over 150 base facilities and distribution of reports to all tenant commands. Led NASK's first Shore Installation Planning Board (SIPB) in FY16.

Department of Navy, NAF Atsugi, Japan
11/2014 - 06/2016

Series: 1640 Pay Plan: GS Grade: 12

Facility Operations Specialist

Duties, Accomplishments and Related Skills:

Managed day-to-day tenant work requirements by validating customer requirements, verifying scopes of work, and conducting facility site visits. Identified funding sources for respective work requests. Determined which programs and requests should be initiated, dropped, backlogged or curtailed. Used current backlog to assist in programming for future years. Provided data for management on manpower and resources, including annual inspection summaries via our infrastructure condition assessment program (ICAP), backlog of maintenance, scheduling and minor construction program plans. Provided technical engineering assistance and advice to tenants based on tenant activities. Wrote task orders for both regional and local IDIQ contracts. Oversaw development of forecasts for manpower availability and schedule work to ensure efficiency and workforce productivity.

City of Norfolk, Department of Transportation, Norfolk, VA
09/2012 - 05/2013

Civil Engineer II

Duties, Accomplishments and Related Skills:

Managed Virginia Department of Transportation and Federal Highway Administration-funded projects that impact the City of Norfolk, ensuring quality and on-time delivery. This included writing project scopes and specifications, interviewing design firms, reviewing designs, writing and reviewing contracts for bid, awarding contracts, inspecting work, tracking payment, closing out projects. Initiated requests for engineering design studies, identified needs for maintenance, repair or construction, and applied for funding to execute these projects. Monitored and

tracked budgets for all VDOT-funded transportation-related projects, including major infrastructure, emergency/service, recurring, and minor project expenditures.

Bay, Ltd, Highway Division, Corpus Christi, TX

05/2011 - 05/2012

Project Engineer

Duties, Accomplishments and Related Skills:

Oversaw multiple projects in Corpus Christi and surrounding cities and counties. Worked directly under Highway Division Manager to manage and mitigate risk on all jobs from initial bidding phases through project acceptance. Developed detailed project schedules, project estimates, resource plans, and status reports; tracked key project milestones and adjusted project plans and/or resources to meet needs of customers. Responsible for projects post-award, coordinate with the owner and architect-design firm, following through to construction and project completion/final payment.

Anchor Construction Company, Washington, DC

06/2008 - 05/2011

Project Manager

Duties, Accomplishments and Related Skills:

Oversaw multiple projects in the Metropolitan area, Maryland and Virginia. Job responsibility spanned from initial estimating and conception to final billing. Bid contracts in all aspects: obtain bonds and insurance, analyze specification/plan, detailed take-offs, price materials and subcontracting inquiry; Supervised, inspected and scheduled work to best coincide with all parties to insure contract execution in a timely and efficient manner; Negotiated change orders with owner and subcontractors; Determined monthly invoice from field reports; Visited sites to assist foreman with technicalities as they arise. Responsible for projects post-award, coordinated with the owner and architect-design firm, and followed through to construction and project completion/final payment.

Skills/Accomplishments:

Professional Engineer, Texas, Lic #126905

Facilities Engineering, DAWIA Level III Certified

Activities, Honors and Awards:

NAVFAC HQ, Leadership Development Program, Level III Cadre, 2019 - Present

NAVFAC SE, Supervisor of the Year, 2017

NAVFAC SE, Supervisor of the Quarter, FY17 Q4

NAVFAC Far East, On the Spot Award, 2016

NAVFAC Far East Employee of the Quarter, FY16 Q2

American Society of Civil Engineers (ASCE) - Member



Agenda Item 60

**Board of County Commissioners
December 14, 2021 - Regular Meeting**

SUBJECT

1:00 P.M. TIME CERTAIN - CONFIRMATION OF APPOINTMENT OF THE DIRECTOR OF THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT

Category

REGULAR

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Dr. Scott Hopes, County Administrator, ext. 3737

Action Requested

Confirm appointment of Andrew "Drew" T. Richardson as the Director of the Information Technology Services Department, effective January 3, 2022.

Enabling/Regulating Authority

Florida Statutes, Chapter 125.74(k)
Manatee County Code, Sections 2-2-23(a)(12)

Background Discussion

After advertising for applications for the Information Technology Services Director/Chief Information Officer, we have chosen Andrew "Drew" Richardson for the position. Working in Information Technology since 2000, Drew has held positions within the State of Florida Department of Health and Department of Management Services. Within the Florida Department of Management services, he has held the titles of Deputy Chief information Officer as well as Chief Operating Officer. Drew began working with Sylint Group, LLC which focuses on cybersecurity in August of 2021 and started working through this company as the acting Chief Information Officer for Manatee County. Drew earned his undergraduate degree in Information Services from Florida State University and is in the process of completing his Masters in Information Technology Management at Florida State University as well.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

None

Cost and Funds Source Account Number and Name

Budgeted position within allocated positions

Amount and Frequency of Recurring Costs

N/A

Andrew T. Richardson

Employment

Virtual Chief Information Officer

August 2021 – Present
Sylint Group, LLC
Sarasota, FL

Served as a virtual Chief Information Officer (CIO) for Manatee County. Developed strategic plans for Information Technology Services (ITS). Implemented cyber security enhancements resulting in an improved cyber security posture. Executed business continuity and disaster recovery exercises to ensure readiness for a continuity event. Developed staff training plans. Provided vision and direction for the future of ITS.

Operational duties included providing soup to nuts IT services to Manatee County, IT support to constitutional Manatee County entities, managing an IT team of 75 staff, Manatee County's data center, and annual budget of \$18 million.

Chief Operating Officer

July 2020 – August 2021
Department of Management Services – Florida Digital Service
Tallahassee, FL

Served as a portfolio manager managing state data center operations and cloud transition projects.

Operational duties included managing the state data center IT infrastructure, \$60 million dollar budget, supporting the cyber security team with vulnerability management, coordination with state agencies for application stabilization efforts, remediating findings from technology audits conducted by the Auditor General, and developing technology policy.

Successful projects include outsourcing mainframe services to a private cloud, migrating the state data center's backup solution to the cloud, sunsetting SolarWinds for Nagios after the SolarWinds compromise, stabilizing the Online Voter Registration System (OVR), upgrading the state's vaccine registry system "FLSHOTS" related to COVID, and migrating the state data center's Citrix solution to the cloud. The projects culminated in saving the State of Florida millions of recurring dollars, instilling constituent confidence, and strengthening the cyber security posture of the state data center.

Interim State Deputy Chief Information Officer\Chief Operating Officer

November 2019 – July 2020
Department of Management Services – Division of State Technology
Tallahassee, FL

The Division of State Technology comprises approximately 275 employees, operates the State of Florida data center and its over 5000 server instances, and facilitates the state's voice, data, and wide area network services.

Served the State of Florida by leading the Division of State Technology through digital transformation projects and initiatives. Executed the State's cloud first strategy, interoperability enhancements, technology policy, and cyber security projects. Enhanced perception of state data center operations by delivering white-glove customer service to state agency data center customers.

Deputy Chief Information Officer

September 2018 – November 2019

Department of Management Services – Office of Information Technology
Tallahassee, FL

Served as a portfolio manager managing information technology teams that supported all facets of IT needs within the organization. The team's responsibilities included desktop support, local and wide area networks, application development, system migrations to cloud infrastructure, procurements, business analysis services, and website and web portal management. Served as a champion for IT projects and initiatives. Acted as the agency's interface liaison for the Florida PALM project. Analyzed bills, statutes, rules, and regulations governing IT and organizational business processes. Authored legislative budget request (LBR), request for quotes (RFQ), Invitation to Negotiate (ITN), and business case language and artifacts related to IT procurements. Served as a member of the cyber security incident response team (CSIRT). Authored information security and IT policy and procedure documentation to shape best practices. Collaborated with program offices to ensure IT initiatives delivered maximum success criteria and minimal impacts to program operations.

Director, Systems Information Management Unit

February 2016 – September 2018

Department of Health – Children's Medical Services Managed Care Plan
Tallahassee, FL

Directed a statewide team of 32 healthcare information technology professionals. The team included 1 statewide system administrator lead, 4 regional systems administrator leads, 14 system administrators, 4 data processing analysts, 1 information security manager, 1 web technologies professional, 1 business analyst, and 6 application developers.

The team's responsibilities included data integration, EDI transactions and translations, desktop and server support, cloud infrastructure, telemedicine, video conferencing, network services, public-facing websites, development and management of a data warehouse, dashboards, business intelligence, and federal and state level reporting for 21 regional offices and central office.

Implemented and managed eligibility determination (ED), case management, electronic health record (EHR), and claims processing systems with a multitude of electronic data interchange (EDI) processes.

Served as a project manager and executed strategic plans for outsourcing Children's Medical Services business processes and technical infrastructure.

Authored position descriptions, procurement documentation, strategic plans, communications plans, conducted interviews, created employee development plans, coached, taught, and trained IT personnel, developed project plans, developed, maintained, and modified healthcare information management systems, and ensured statewide IT needs were met for the Children's Medical Services (CMS) Managed Care Specialty Title-19 and Title-21 Plans, nearly \$750,000,000 per year health insurance plans for children with special healthcare needs for the State of Florida.

Senior Management Analyst – IT Project Manager

May 2007 – February 2016

Department of Health – Bureau of Newborn Screening and Early Steps
Tallahassee, FL

Served as project manager for the Florida Newborn Screening Program's four

information systems. Served as project manager and technical lead for the electronic laboratory ordering and electronic laboratory reporting (ELOVELR) data integration project with all 130 of Florida's birthing hospitals. Conducted end user testing, training, and documentation for data systems. Provided remote network connectivity strategies for third parties doing business with Newborn Screening. Lead CMS as the Continuity of Operations Planning (COOP) Coordinator to ensure information systems would be operational in a time of disaster. Analyzed business operating procedures and made changes to the MS-SQL-based data system to reflect business requirements. Updated the NBS website and utilized geo-spatial programs to produce data diagrams, graphs, and charts for Newborn Screening Advisory council meetings. Supervised personnel for IT projects. Executed changes to Active Directory accounts and settings. Utilized Group Policy Objects to automate software roll-outs. Served as liaison and contract manager between information system vendors and the Newborn Screening Program for contracts exceeding \$7,000,000 per year. Participated in legislative analysis of bills and statute changes that affected the Newborn Screening Program. Served as co-chair for the Association for Public Health Laboratories (APHL) Health Information Technology (HIT) National Workgroup. Migrated the Early Steps information system from one vendor and platform to another.

Telehealth Network Consultant

April 2006 – May 2007

Department of Health – Children's Medical Services Tallahassee, FL

Managed, upgraded, documented, and supported the State of Florida's Telehealth\Telemedicine network utilizing both H.320 and H.323 standards. Executed changes to firewalls to accommodate telehealth network traffic. Developed security protocols, training, and educational resources for telemedicine operations. Served as liaison between the Children's Medical Services Special Technologies Unit and the Division of Information Technology to ensure operating procedures met HIPAA regulations. Performed lighting, digital still, and digital video calibrations on two-way interactive video equipment. Developed the State of Florida's PC-based, image capture store and forward solution for child abuse medical examinations.

Distributive Computer Systems Analyst – III

June 2003 – April 2006

Department of Health - Children's Medical Services Tallahassee, FL

Managed, Upgraded, and supported a Windows 2000 – 2003 network environment with approximately 16,000 users and 20,000 nodes. Monitored and maintained data WAN connections for 22 field offices. Served as tier 2 support for 17 system administrators. Authored IT HIPAA security policies and business process and technical documentation for technology functions in Child Protection Team offices. Improved IT business processes to make staff more efficient. Conducted meetings, strategic planning, and training sessions for management and staff regarding IT business.

Senior Information Systems Technician

April 2000 – April 2003

Katz, Kutter, Haigler, et al, P.A.

Tallahassee, FL

Managed\Upgraded LAN/WAN, Novell 4.11, 5.1, NT 4.0, and 2000 servers, Exchange 5.5 and 2000, Office 97 thru XP, Groupwise 5.5. Developed Firewall, NAT, subnetting, VPN, remote connectivity, and Virus solutions for corporate environment. Administered Netware NDS, NT, and Windows 2000 security. Provided all corporate IT solutions for approx 300 nodes in 4 locations. Implemented corporate email migration from Groupwise 5.5 to Exchange 5.5\Outlook 2000. Authored user instructions and memos to upper management. Supervised one employee.

Skills

Bridging the gap between programmatic and technical teams
Cybersecurity infrastructure and policy
Researching, testing, and implementing new IT solutions
Documentation related to State of Florida project management rule 60gg-1
Policy and system solutions related to State of Florida Information Security rule 60gg-2
Leadership and management concepts
Project management concepts and processes
The user experience (UX) - usability and usefulness of information systems
Technical writing – Functional and Technical System and End User Documentation
Local Area Network (LAN)\Wide Area Network (WAN) infrastructure.
Microsoft Office (including Office365) products: Access, Excel, Visio, Project, Word, PowerPoint, OneNote, and Teams

Education

A.A. Computer Networking and Administration

August 1995 – May 2000 Tallahassee Community College
Degree received April 2000 (3.2 GPA)

B.S. Information Systems

August 2002 – December 2006 Florida State University
Degree Received December 2006 (3.5 GPA)

M.S. Information Technology Management

August 2008 – current Florida State University

Certifications

Project Management Professional (PMP) – ACTIVE

Professional Scrum Master (PSM) - ACTIVE

Certified Network Cabling Specialist (CNCS) - ACTIVE

Microsoft Certified Professional (MCP) - EXPIRED

Cisco Certified Network Associate (CCNA) – EXPIRED

Certified Novell Engineer 4.11 and 5.1 (CNE) - EXPIRED

From: Carol Felts <nickiel1217@gmail.com>
Sent: Friday, December 10, 2021 1:00 PM
To: Vanessa Baugh <vanessa.baugh@mymanatee.org>; Misty Servia <misty.servia@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Carol Whitmore <carol.whitmore@mymanatee.org>; Reggie Bellamy <reggie.bellamy@mymanatee.org>; Kevin VanOstenbridge <kevin.vanostenbridge@mymanatee.org>; James Satcher <james.satcher@mymanatee.org>; Scott Hopes <scott.hopes@mymanatee.org>; Bobbi Roy <bobbi.roy@mymanatee.org>
Subject: Public Comment on Redistricting

CAUTION: This email originated from an external source.
Be Suspicious of Attachments, Links and Requests for Login Information.

Dear Commissioners and County Staff,

Please see that this is published in the public record and included in the on line agenda for the BOCC meeting on December 14th.

Your recent efforts to execute the redistricting challenge have been an abject failure, yet also exposed to the public the epitome of dysfunction and the reasons for it in our local government.

1. The BOCC hired a “consultant”, when our school board was able to utilize the technology and staff available without additional cost to the tax payers.
2. With an oblivion to the fact that this same consultant had been mired in controversy previously, the choice to do so was obviously made without any consideration for public perception and “transparency” and based on political party affiliations.
3. Ironically, in one of the first work sessions on redistricting, the previous presentation was of the multitude of county “interns” that had demonstrated innovative manners and skill sets to obtain and manipulate various forms of data for analysis in a variety of applications, yet our county commissioners were given paper maps and crayons.

This work session was only attended by two members of the public, and not one commissioner made any effort to involve, inform, or hold such a work session where the working public could attend.

Secondly, due to how the meeting was conducted, allowing commissioners to speak amongst themselves without an adequate recording or transcription of their conversations violates Sunshine Laws.

4. At the second meeting on the redistricting subject, public record will show that the BOCC’s vote and decision was to produce two maps for public view and input, on the county website, the county’s social media page, and in our public places such as

libraries. This was not done, and again a violation of the BOCC's own rules established by that meeting.

5. At no time did 6 out of our 7 Commissioners, nor our county staff make any effort to hold Town Halls or meetings in which to obtain citizens input.

In fact, there was no citizen input obtained or recorded before the next meeting when the subject was placed on the agenda when the BOCC had not yet even executed what they had agreed upon in the previous meeting.

6. In spite of one, and only one Commissioner making any effort to educate and inform the public, or obtain public input, the BOCC repeatedly altered and submitted maps contrary again, to their original motions and approved guidelines, unjustly negating the minute amount of information given out to the public, their time spent attending such meetings and furthermore, absolutely none of the input from these Town Halls was entered on public record.

7. The BOCC has heard from the public in three Town Halls and a Work Session that their constituents were opposed to ANY alterations of the Future Development Area Boundary (FDAB) Line and were told their representatives, namely Commissioners Kruse, Baugh and Whitmore, would keep them informed and aware of the progress of that "privately initiated text amendment". They not only did not do so, but gave conflicting answers when asked what the status or progress was and what we could do about it.

8. Our commissioner that did hold those Town Halls on the FDAB then proceeded mock the amount of attendees at these meetings and work sessions, taking no responsibility themselves as the "headliner" for the poor "box office" and then proceeded to tell us that the thirty or so people that do show up or the 3000 that signed a petition, or were part of a "mail merge" of hundreds of repeated e mails that were never entered in the public comments "don't count" and that "they", the BOCC, have to represent 400,000 residents, which in fact is exactly what those few attendees, petition signers and mail mergers were trying to do, because you were not.

9. The attitudes and tone of the BOCC at the dais, towards the public and even amongst themselves, seems to be privy only to the dedicated few that are willing to sit through their six to eight hour meetings, read the agendas and view the videos, because neither the press nor the written transcripts of the meeting are factual in reporting every single word spoken, every nuance of the eye rolls, the lack of attention, the side conversations and comments made that were either highly inappropriate or insulting.

10. In spite of repeated attempts by the citizens to establish a Rural Lands and Citizens Advisory Committee, or other attempts to give the rural citizens a voice, the county has admirably attempted to designate a "rural district" where you will find most of our county's most challenging issues, to include encroaching development, lack of affordable housing, phosphate mining, not to mention our water supply and of course

agricultural resources, and in spite of having a population consisting of some of most of our longest tenured residents of this county, we will have commissioner we did not elect, that has not even lived in this state for any respectable amount of time and has stated that his only intent in office is to protect the unborn, which is a noble passion and cause, but apparently not within his duties or role as a county commissioner. Regardless of which, I personally look forward to working with Commissioner Satcher, and I hope he feels the same. But it would have behooved both Commissioners Baugh and Satcher to have held their own Town Halls on this subject with the residents affected by this change.

11. In designating this "rural" area, the BOCC has deliberately, simultaneously and surreptitiously altered the FDAB line, which is the true designation between "rural" and urban or suburban services, excluded not only currently zoned Ag Lands from this "rural" area, but also one of Manatee county's premier agri tourism endeavors, Hunsader Farms, as well as our equestrian, AG zoned and yes, rural enclave of Panther Ridge. In addition, this districting provides no agricultural buffer to our State Park, our watersheds, our waterways, or our water plant which was the intended reason for that zoning in our Land Development Code.

12. The current population and demographics between using 675 as the dividing line or using the established FDAB on Bourneside as it should be, will not make that much difference in the redistricting process that could not be acclimated by moving the boundary of another area.

13. Also to be noted is the "gerrymandering" of including the small acre of the infamous "triangle" at 675 and 70 in District 5 versus District 1, an area that the public that lives on the proposed District 1 side has expressed many concerns as to its potential development and the state's plans to put a roundabout there.

14. Despite what is an obvious attempt to accommodate the development plans of your campaign benefactors, the BOCC has failed to reasonably accommodate the public's requests for information on a variety of issues pertinent to this district, such as the Code Enforcement investigation, the unauthorized "special permitting" e mail sent out by a Building Dept official regarding agri tourism endeavors that targeted individuals not even in the business or area, the absence in the work sessions on the FDAB of any relevant data regarding future plans for the area, nor our repeated requests for a discussion on the possibilities for special districting, overlays, or any other avenues we are entitled to pursue and you, as our elected officials, have the duty and responsibility to inform us of, which you have refused to do in good faith and acknowledgement of our rights to such.

15. You have asked us for input and many citizens have responded. In turn you have mocked us, disparaged us, attacked our spiritual beliefs while advocating your own, and demonstrated a complete disregard for process and procedure of the American way that our supposedly "red" "right wing" "fiscally conservative" "less government" "Republican majority" tends to express in complete hypocrisy to their actual actions in office.

16. For this entire year, only two of our Commissioners have been without a pending lawsuit, ethics investigation or some form of scandal. Our county administrator was appointed from the school board in spite of pending litigation in that arena. Our Building and Development department and Code Enforcement has been reorganized also in what appears to be an attempt to deliberately silence and harass whistleblowers that are exposing the corruption and dysfunction that is a result of the execution of the Board's policy and procedures that favor and streamline the era of growth, that we have to face that we have a need to evolve from to thrive and survive in prosperity for all.

17. Citizens that do find issue with our county's governance are given no advocate, ombudsman or legal representation in which to be on an equal plane with the myriad of laws and procedures, well compensated "experts" and well connected legal assistance availed to those that have the money to pay for it.

Accountability and transparency, just like "smart growth", are merely buzz words and campaign slogans meant to manipulate the voters and govern the masses of the uninformed, uninvolved and uneducated, and to keep them that way.

To lead a population of intelligent, participatory and insightful citizens is a greater challenge our elected officials seem to fear, preferring instead to lead sheep like lambs to slaughter in order to maintain their social standing or quest for power for themselves, not to represent the power of the people guaranteed by our Constitution and what truly makes America great, not the socialism and communistic actions our local government has taken.

To approve these maps without due process for all citizens, flagrant violations of Sunshine laws, lack of complete or accurate public records, ignoring their own rules for process and procedure, sets a precedence and repeats a pattern of behavior that has only been resolved by exercising two options-our one vote every few years for adequate representation, or what our government has responded to in the past, civil unrest or disobedience by mass protest.

But lucky for us all, there exists a civilized society that has given up hope or is too busy trying to survive daily life to pay much attention to what is really happening in our own back yards, unlike those in other countries where we send our tax dollars and our men and women to die for their right to democracy. And then bring these same warriors for justice home to die on our own congested streets while we pave boulevards for "those who are coming" to destroy our environment and way of life, all for the almighty dollar for an elite few.

For those of you that have bothered to read this far, (which I doubt are any) my personal conscience is clear that I have taken my rights and responsibilities as an American citizen seriously and as a native Floridian, done my best to protect this Paradise of my ancestors that I challenge anyone to understand the depth of my knowledge and passion for my sense of place here.

As for how our elected officials can sleep at night, knowing how their actions are denying their own children and grandchildren and our veterans access to sustainable food, water and shelter is truly a mystery and an true abomination in humanity.

The BOCC will push these re-districting maps through, in spite of whatever the people you are supposed to represent have to say about it or the heinously poor manner in which this exercise was conducted. It's not just what you do, it's how you do it that demonstrates poor leadership and poor personal character.

I would issue a plea that we can all do better, and the public is just as much to blame for voting for representatives based on campaign posters and postcards financed by entities not even in your own districts, and obviously by those with an agenda that is myopic and single minded to promote their own.

I don't think this board is capable of doing better, because they don't want to or need to as long as they have an uninformed, uninvolved, apathetic and complacent tax base to manipulate with deflections and distractions that have nothing to do with our local governance.

But one can hope karma and conscience creates at least a small ripple in this cess pool of local politics to motivate the public to be more involved and supervise those we have "hired" to do a job for us, because the public is your "boss" and we are a democracy not a monarchy that the Manatee County Board of Commissioners seems to act like and treat their constituents as mere peons in the process.

With all due respect, but total disgust,

Carol Ann Felts

Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A B Other (please specify) _____

Comments: _____

Name (optional): Karen Baker

Email (optional): kbaker551@live.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): Jane Carr

Email (optional): _____



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) neither A or B

Comments: Rather eliminate the 2 at large seat
take those 2 seat into a new member representation
thereby giving Lakewood Ranch on the east an
the same or the west equal representation

Name (optional): Mike Serrano

Email (optional): mike2748@gmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: I do not want to see our
minority districts deleted.

Name (optional): Sharon Denson

Email (optional): Originaltrac@cs.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) school map that has

Comments: been vetted already

Name (optional): Joe Carey

Email (optional): jcaren_rn1@gmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B ^{or} Other (please specify) School districts

Comments: School districts makes very good sense but
interested to see it

Name (optional): _____

Email (optional): _____



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

* A1 B Other (please specify) _____

Comments: Would like to see a strong
consideration for following school
district maps - it just makes sense

Name (optional): Stacy Brown 2611 Florida Blvd 34207

Email (optional): Stacyoff to see @ ~~gmail~~ yahoo.com

*Plan for
the future*



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): RICHARD COMEAU

Email (optional): dielecomeau3@gmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A B Other (please specify) _____

Comments: Better job of aligning communities
of similar needs

Name (optional): Joseph Ochoa

Email (optional): josephochoa@hotmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: I believe this to be a fairer
plan & done by a professional

Name (optional):

Susie Tannenbaum

Email (optional):

boopedo2u@yahoo.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1

B

Other (please specify) _____

Comments:

BTW-I have issues with anything developed by Vanessa after her antics this past year with Covid.

Name (optional):

Eddy Quandt

Email (optional):

boopedo2u@yahoo.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): Laura Freese

Email (optional): laura.freese@hotmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) I have 20 I can submit

Comments: Make all the Districts equal. You are suppose to use data from census to make 2 number districts in population.

Name (optional): Christopher W Corman ^{Voter} # 105286553

Email (optional): CCorman69@aol.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) See below

Comments: Divide all districts equally.
No room for growth options should be allowed

Name (optional): Jeffrey D Carman

Email (optional): Jeffrey D Carman@gmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): JAMES FRY

Email (optional): TUPER52@BEX.NCJ



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): B DRAKE

Email (optional): alta101@hotmail.com



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1

B

Other (please specify) _____

Comments: _____

Name (optional): TINA SHOPE

Email (optional): ANNATINASHOPE@YAHOO.COM



Redistricting Townhall

Trailer Estates 1903 69th Ave W, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: Thank you for holding meetings so we can
All understand. A1 + John's made more sense & allowed
for growth in our county -

Name (optional): Joy McIntyre

Email (optional): JMcIntyre@AOL.com



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: I appreciate how Mr. Guthrie stated his methodology in how he adjusted the line in A1, his stated goals were to preserve the historical ^{minority} performance in district 2, to minimize adjustments, and

Name (optional): Shane Wedel

Email (optional): Shane.Wedel@gmail.com

on
back



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: WE Support PLAN A BECAUSE PLAN B WAS
CREATED BY COMMISSIONER BAUGH AND WILL PROBABLY FACE
SOME LEGAL CHALLENGES DUE TO GERRYMANDED LINES.

Name (optional): ROBERT POWELL, PRESIDENT OF NAACP

Email (optional): MANATEENACCP1963PRESIDENT@GMAIL.COM



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): BRYAN RIVERA

Email (optional): (941) 899-1669



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

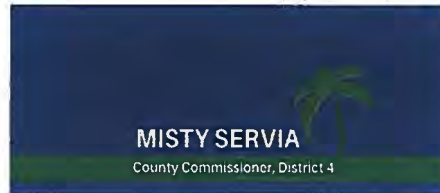
I prefer map (Check one)

A1 B__ Other (please specify) _____

Comments: B appears to be much more
problematic in terms of gerrymandering.
A1 preserves more existing lines.

Name (optional): THOMAS S. SKOLODA

Email (optional): SKOLTOM@YAHOO.COM



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: ~~Other Copeland~~
Preference to Plan A v. Plan B.

Name (optional): Susie Copeland

Email (optional): susieb.copeland@gmail.com



Thanks for
having this
meeting!

Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: Map A1 is a joke! Politically
MOTIVATED. A REAL SHAM!!

Name (optional): _____

Email (optional): _____



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

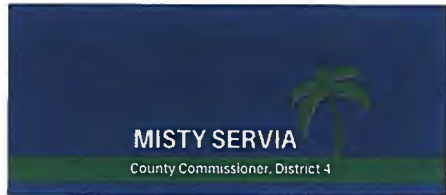
I prefer map (Check one)

A1 B Other (please specify) Needs Work

Comments: Overdone making a rural
district that large
Keep Misty's district with fewer in's &
outs

Name (optional): _____

Email (optional): _____



Thank you for conducting!

Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) _____

Comments: My concern is that
the minority vote not lose
strength - not get lost in the shuffle

Name (optional): _____

Email (optional): _____



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: Map B does a better job at
equalizing the population while leaving
room for anticipated growth of D1 & D5.

~~Name (optional):~~ Map B also keeps district lines

~~Email (optional):~~ Most similar to current.



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) _____

*Data needs to be updated
I don't like either one to 2021 totals*

Comments:

All the coastline S/B in

District 3 District 4 needs to be
moved over a little to District 5 (East)

Name (optional):

Allison Sneed

Email (optional):

AllisonSneed1216@gmail.com

District 2 is the problems needs to be fixed



This is based on 2020 US Census

Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) All coast to Dist 3 / Shift 4 East

Comments: including Bayshore Gardens West Whitfield Bayside

Name (optional): Jean Smith.

Email (optional): jeansmithm@aol.com



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1__ B__ Other (please specify) Don't know

Comments: Dist 1 & Dist 5 need to be reduced by the maximum in anticipation of growth in those Districts; put max. population in the districts which grow the least

Name (optional): Ken Piper

Email (optional): k1piper @ roadrunner. com



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): Gerri McCleary

Email (optional): _____



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____

Name (optional): Shellié DiFazio

Email (optional): _____



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify)

*Support A: I proposed plan
preserve minority - growth*

Comments: _____

Name (optional): *Ronald Hommik*

Email (optional): *anglerron@yahoo.com*



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A B Other (please specify) _____

Comments: MAP B IS ILLOGICAL.

MAP A MAKES SENSE FOR MAINTAINING
NEIGHBORHOODS, ETHNIC GROUPS & GROWTH

Name (optional): RUTH LAWLER

Email (optional): ruthlawler@att.net



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: Map A1 maintains neighborhood integrity
and it has sensible borders.

Name (optional): Kevin Grooms

Email (optional): _____



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: _____
Let's be reasonable.
Map B makes no sense!

Name (optional): _____
Mark Dowdy

Email (optional): _____
markjds19@hotmail.com



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B__ Other (please specify) _____

Comments: A1 Respects COMMUNITY
BOUNDARIES. MAP B IS A jigsaw
puzzle

Name (optional): Robert McCaa (District 5)

Email (optional): MCCAA-ROBERT@HOTMAIL.COM



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A B Other (please specify) _____

Comments: Thanks for your open meeting

Name (optional): Wanda Mo Caa

Email (optional): wmccaa@yahoo.com



Redistricting Townhall

Harbor Life Church – 3321 63rd Ave E, Bradenton

I prefer map (Check one)

A1 B Other (please specify) _____

Comments: protect minority vote in District 2

Name (optional): Dale White

Email (optional): dalew82478@aol.com



ASSET DONATION AGREEMENT
BISHOP ANIMAL SHELTER-SPCA FACILITY

THIS ASSET DONATION AGREEMENT (this “Agreement”) is made as of the Effective Date defined below, by and among MANATEE COUNTY, a political subdivision of the State of Florida, (“COUNTY”) and SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF MANATEE COUNTY, FLORIDA, INC., a Florida not-for-profit corporation (“SPCA”).

RECITALS

WHEREAS, SPCA owns and operates the Bishop Animal Shelter (the “Operations”), which includes the land (the “Southern Parcel” as defined in Section 3.1), buildings and other structures located in Manatee County, Florida; and

WHEREAS, SPCA has conducted the Operations on the Southern Parcel since 1958. The parties recognize that these Operations are consistent with Manatee County Animal Control Services’ and the COUNTY’s mission, which is the provision of shelter and care of animals. The parties further recognize that ownership of the Operations by the COUNTY and operation by ANIMAL CONTROL will enhance the benefit of the Operations to the greater community; and

WHEREAS, SPCA desires to donate the Southern Parcel, Shelter Assets (as defined in Article II), and the Operations as a gift and in consideration of the covenants contained in this Agreement, with the express understanding that the Operations, Southern Parcel and Shelter Assets will be maintained in furtherance of ANIMAL CONTROL and the COUNTY’s mission, which will be continued in good faith by COUNTY and ANIMAL CONTROL as set forth in this Agreement; and

WHEREAS, SPCA is also the owner of the approximately 22.18 acre tract of land (the “Northern Parcel” as defined in Article II) that is contiguous to the northerly boundary of the Southern Parcel; and

WHEREAS, both parties recognize that easements are required to maintain cross access between the Northern and Southern Parcels and ensure access to necessary infrastructure and utilities; and

WHEREAS, both parties recognize that SPCA is transferring to the County the right to use the name “Bishop Animal Shelter” or “Bishop Animal Care and Adoption Center,” but it is specifically retaining the use of the “SPCA” name and all right and title to any SPCA assets not specifically transferred to the COUNTY under this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein, the receipt and sufficiency of which are mutually acknowledged, the parties, with the intent of being legally bound hereby, agree as follows:

ARTICLE I
RECITALS, EXHIBITS, SCHEDULES

The foregoing recitals above, are true, correct, and complete, and, together with the schedules and exhibits referred to hereafter, are hereby ratified and confirmed and incorporated herein by reference.

ARTICLE II **DEFINED TERMS**

2.1. General. Capitalized terms used in this Agreement shall have, unless the context clearly states otherwise, the meaning specified in this Article II. Certain additional terms may be defined elsewhere in this Agreement.

- (a) “Assumed Rights and Obligations” shall have the meaning set forth in Section 3.3 of this Agreement.
- (b) “Closing” means the consummation of the transaction contemplated by this Agreement.
- (c) “Closing Date” means the date on which the Closing takes place, which date shall be established pursuant to Section 3.4 of this Agreement.
- (d) “Consent” means any consent, approval, order or authorization of, or any declaration, filing or registration with, or any application or report to, or any waiver by, or any other action (whether similar or dissimilar to any of the foregoing) of, by or with, any person, that is necessary in order to take a specified action or actions, in a specified manner and/or to achieve a specific result.
- (e) “Contracts” means with respect to the SPCA the written contracts, agreements, orders or commitments relating to the Operations and listed on Schedule 3.1(d).
- (f) “Effective Date” means the date on which this Agreement has been approved by the Board of Commissioners of Manatee County and has been executed on behalf of the COUNTY, all as indicated by the dates of execution specified on the signature pages of this Agreement.
- (g) “Encumbrance” means any lien, security interest, pledge, mortgage, easement, leasehold, assessment, covenant, restriction, reservation, conditional sale, prior assignment, or any other encumbrance, claim, burden or charge of any nature whatsoever.
- (h) “Excluded Assets” shall have the meaning set forth in Section 3.2 of this Agreement.
- (i) “Judgment” means any order, writ, injunction, fine, citation, award, decree, or any other judgment of any nature whatsoever of any foreign, federal, state or local court, any governmental, administrative or regulatory authority, or any arbitration tribunal.

(j) “Law” means any provision of any applicable law, statute, ordinance, constitution, charter, treaty, rule or regulation of any foreign, federal, state or local governmental, administrative or regulatory authority.

(k) “Live Release Rate” means a calculation performed using the following formula:

Live Release Rate = LO/(AO-U), where:

Live Outcomes (LO) means animals who leave the shelter through adoption, return to owner, transfer to another organization for adoption or any other lifesaving program

All Outcomes (AO) means the final disposition of animals admitted to the shelter (e.g., adoption, return to owner, transfer, euthanasia, natural death, etc.)

Untreatable/Owner Requested Euthanasia (U) means an animal is classified upon admission to the shelter as unhealthy and untreatable or the owner of the animal upon surrender to the shelter specifically requests that the animal be euthanized

- (l) “Material Adverse Change” or “Material Adverse Effect” means any event or state of facts that is, or would reasonably be expected to be, sufficiently adverse to the Shelter Assets, either individually or taken as a whole, when evaluated in the context of the entire Operations, that the COUNTY, in its sole discretion, would elect not to acquire the Shelter Assets.
- (m) “Northern Parcel” means the approximately 22.18-acre tract identified as SPCA parcel on the plan attached hereto as Exhibit A. A legal description shall be prepared at the COUNTY’s expense within sixty (60) days after the Effective Date.
- (n) “Obligation” means with respect to SPCA any debt, liability or obligation of any nature whatsoever, whether secured, unsecured, recourse, nonrecourse, liquidated, unliquidated, accrued, absolute, fixed, contingent, ascertained, unascertained, known, unknown or obligations under executory contracts.
- (o) “Operations” shall have the meaning set forth in the Background section of this Agreement.
- (p) “Ordinary Course of Business” means the ordinary course of business consistent with past custom and practices (including with respect to quantity and frequency).
- (q) “Person” means any individual, sole proprietorship, joint venture, partnership, corporation, association, cooperation, trust, estate, government (or any branch, subdivision or agency thereof), governmental, administrative or regulatory authority, or any other entity of any nature whatsoever.

- (r) “Proceeding” means any demand, claim, suit, action, litigation, investigation, study, arbitration, administrative hearing, disputed escrow accounts, or any other proceeding of any nature whatsoever relating to the Shelter Assets or the Operations.
- (s) “Shelter Assets” shall have the meaning set forth in Section 3.1 of this Agreement.
- (t) “Southern Parcel” means the approximately 14.47- acre tract identified as “Manatee County Parcel” on the plan attached hereto as Exhibit A and all buildings, improvements and appurtenances located thereon. A legal description shall be prepared at the COUNTY expense prior to transfer within sixty (60) days of the Effective Date.
- (u) “Tax” means (a) any foreign, federal, state or local income, profits, gross receipts, franchise, sales, use, occupancy, general property, real property, personal property, intangible property, transfer, fuel, excise, accumulated earnings, personal holding parent, unemployment compensation, social security, withholding taxes, payroll taxes, or any other tax of any nature whatsoever, (b) any foreign, federal, state or local organization fee, qualification fee, annual report fee, filing fee, occupation fee, assessment, rent, or any other fee or charge of any nature whatsoever, or (c) any deficiency, interest or penalty imposed with respect to any of the foregoing.

ARTICLE III
TRANSFER OF SHELTER ASSETS; RELATED AGREEMENTS

3.1 Donation and Transfer of Shelter Assets. Subject to the terms and conditions of this Agreement, SPCA hereby agrees to donate, transfer, convey and deliver to COUNTY at Closing, and COUNTY hereby agrees to accept from SPCA at Closing, all of the Shelter Assets, free and clear of all Encumbrances. The term “Shelter Assets” shall mean the following:

- (a) The Southern Parcel;
- (b) All of the SPCA’s tangible personal property used in the Operations and located on the Southern Parcel;
- (c) The intangible personal property of the SPCA listed on Schedule 3.1(c); and
- (d) The Contracts listed on Schedule 3.1(d).

3.2 Excluded Assets. The Shelter Assets exclude, and COUNTY shall not acquire, the following “Excluded Assets” of SPCA:

- (a) SPCA's rights under this Agreement;
- (b) All cash, cash equivalents and marketable securities owned by SPCA as of the Closing Date;
- (c) The Northern Parcel;
- (d) The property listed on the attached Schedule 3.2(d);
- (e) Copies of the company minute books and records of SPCA and any other governance records that pertain to the company organization and capitalization of SPCA; and
- (f) Any other assets of SPCA not described in Section 3.1.

3.3 Assumption of Rights and Obligations. Effective as of the Closing Date, COUNTY shall assume only SPCA's Obligations under the Contracts the "Assumed Rights and Obligations" that the COUNTY has agreed to assume. SPCA shall provide the COUNTY, no later than thirty (30) days prior to the Effective Date, all proposed Assumed Rights and Obligations, Schedule 3.1(d), so that the COUNTY may determine, in its sole discretion, which Assumed Rights and Obligations it will assume from SPCA. The term Assumed Rights and Obligations excludes, and COUNTY does not and will not assume, nor shall COUNTY be deemed to have any Obligation to cure or to otherwise remedy any breach of, any other Obligations of SPCA or any Obligations with respect to any Excluded Assets, or as to which any representation or warranty made by SPCA pursuant to this Agreement (whether made as of the Effective Date or as of the Closing Date) is untrue, inaccurate or misleading in any material respect, or any Obligation for any sum due and payable by SPCA prior to Closing or arising from any breach of or default by SPCA under any Contract that arises from facts or circumstances occurring prior to Closing. After the Closing Date, COUNTY shall have complete control over the payment, settlement or other disposition of, or any dispute involving, any of the Assumed Rights and Obligations and COUNTY shall have the right to conduct and control all negotiations and proceedings with respect thereto. The assumption by COUNTY of the Assumed Rights and Obligations shall in no way expand the rights or remedies of any third party against the SPCA or COUNTY as compared to the rights and remedies that such third party would have had against SPCA or COUNTY had COUNTY not assumed such liabilities. Notwithstanding the foregoing, the Assumed Rights and Obligations shall not include and shall specifically exclude any employment contracts or contracts for personal services.

3.4 Closing. The Closing shall occur at or through the offices of Blalock Walters, P.A. ("Closing Agent") no later than March 14, 2022, at a mutually agreeable time. COUNTY and SPCA shall be responsible for payment of their own attorneys' fees and costs. At the Closing SPCA shall transfer title to the Southern Parcel by delivery of a Special Warranty Deed materially in the form attached hereto as Exhibit B, subject only to the Permitted Exceptions (as defined below). COUNTY shall pay at Closing all documentary stamps due in connection with the recording of the Special Warranty Deed. SPCA shall transfer title to the remainder of the Shelter Assets by delivery of a Bill of Sale materially in the form attached hereto as Exhibit C.

3.5 Inspection Period. In anticipation of this Agreement, SPCA has made the Southern Parcel and Shelter Assets available for inspection by COUNTY, until February 15, 2022, (the "Inspection Period"). COUNTY has conducted, and shall continue to conduct, any investigation, examination or testing of the Southern Parcel and Shelter Assets that COUNTY deems appropriate and COUNTY and SPCA shall cooperate to complete the asset schedules attached to this Agreement. COUNTY shall be entitled to terminate this Agreement by giving notice of termination to SPCA any time prior to the expiration of the Inspection Period if COUNTY determines in its sole discretion that for any reason or no reason the Southern Parcel or Shelter Assets are not satisfactory. Upon such termination the Parties shall thereupon be released of further obligations under this Agreement, except for the performance of provisions hereof that expressly state that they shall survive termination of this Agreement. COUNTY and COUNTY's authorized agents shall have the right to enter upon the Southern Parcel from and after the Effective Date to conduct such studies, tests and inspections as COUNTY deems necessary, including but not limited to soil tests, environmental audits, surveys and engineering studies, all to be done at COUNTY's expense. Any consultant retained by COUNTY to examine the Southern Parcel, its improvements, or the Shelter Assets will have in force comprehensive general liability insurance, with limits of at least one million dollars (\$1,000,000.00) per occurrence. Furthermore, subject to Section 768.28, Florida Statutes, and the monetary limitations set forth therein, COUNTY shall indemnify, defend and hold SPCA harmless from any loss, claim, liability or cost, including without limitation, damage to the Southern Parcel, its improvements, or to the Shelter Assets, injury to or death of persons, construction liens and reasonable attorney fees and costs caused by COUNTY's entry, inspection or testing. COUNTY shall not commit waste and shall restore the Southern Parcel to substantially its condition prior to COUNTY's entry in the event this Agreement is terminated and there is no Closing. Prior to entry on the Southern Parcel, COUNTY or its consultants shall contact Keith Pratt at the SPCA and inform him of the date and time of intended entry. COUNTY acknowledges that the Southern Parcel contains underground irrigation and utility systems and agrees that no penetration of the ground for soil or water samples or any other purpose shall be done unless a representative of SPCA is present.

3.6 Title and Survey.

A. Title. No later than December 29, 2021, SPCA shall deliver to COUNTY an owner's title insurance commitment (the "Title Commitment") issued by a title company authorized to do business in the State of Florida (the "Title Company"), agreeing to issue to COUNTY, following the recording of the Special Warranty Deed, a standard Owner's Policy of Title Insurance on American Land Title Association Owner's Policy in the amount of Nine Million Dollars (\$9,000,000.00) and insuring COUNTY's fee title interest in the Southern Parcel. Along with the title commitment SPCA shall deliver copies of all items identified therein as recorded exceptions to coverage. SPCA shall provide necessary documentation to cause all "standard exceptions" to be deleted from the title insurance policy, except that the standard survey exception will be deleted or modified only in connection with a current survey of the Southern Parcel obtained by the COUNTY at its sole cost and expense. The cost of the title search, commitment and owner's policy and any premium therefor shall be borne by COUNTY, and this obligation shall survive any termination of this Agreement.

B. Survey. No later than February 15, 2022, the COUNTY will obtain at its own expense a current record survey of both the Northern and the Southern Parcels by a duly registered surveyor licensed to do business in the State of Florida, prepared in accordance with the most recent revision of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys (“Survey”). The Survey will be delivered and certified to SPCA, COUNTY, and the Title Company. If the Survey discloses any encroachment on the Southern Parcel, and COUNTY notifies SPCA of its objection to same prior to the expiration of the Inspection Period, such encroachments shall be treated as a title defect and shall be subject to the rights of the Parties to notify, and cure the title defect, or terminate this Agreement.

C. Review. COUNTY shall have the Inspection Period to provide SPCA written notice of all objections to matters contained in the Survey or Title Commitment (“Title Objections”). SPCA shall have no obligation to correct any such Title Objections and if SPCA notifies COUNTY that SPCA will not correct any such Title Objections, then COUNTY may:

- (1) terminate this Agreement and decline to acquire the Southern Parcel; or
- (2) acquire the Southern Parcel subject to such Title Objections.

COUNTY shall have three (3) days after the earlier of (a) receipt of notice from SPCA that it elects not to correct any Title Objection, or (b) the passage of thirty (30) days after COUNTY’s notice of Title Objections without all such objections having been cured by SPCA or waived in writing by COUNTY, to make the above election to terminate the Agreement or acquire the Southern Parcel subject to such objections. If COUNTY does not make the election to terminate pursuant to clause (1) above, COUNTY shall be deemed to have made the election described in clause (2) above.

D. Permitted Exceptions. Any title exceptions to the Southern Parcel contained in the Title Commitment or Survey to which COUNTY does not object, or to which COUNTY waives its objection, shall be referred to herein as “Permitted Exceptions.”

3.7 Prorations at Closing. Taxes (if any) and utilities shall be prorated as of the Closing Date.

3.8 Licenses. COUNTY shall be responsible for obtaining any and all licenses and permits required to conduct the Operations after the Closing.

3.9 Easements. At the Closing, COUNTY and SPCA shall execute the Easements Agreement materially in the form attached hereto as Exhibit D.

3.10 Future Operations.

A. SPCA acknowledges that COUNTY, as a political subdivision of the State of Florida, is a public entity and that its operations and conduct are governed by statutes and regulations that may differ from those applicable to the private sector. Within these constraints,

however, COUNTY shall conduct Operations in a manner consistent with the mission of SPCA. Specifically, the COUNTY shall maintain a Live Release Rate of Ninety Percent (90%) or higher at all times that the County conducts the Operations on the Southern Parcel.

B. COUNTY shall retain the name of the facility as the “Edward and Lillian Bishop Animal Shelter” or “Bishop Animal Shelter” or “Bishop Animal Care and Adoption Center” for as long as the COUNTY conducts the Operations on the Southern Parcel and such name or names shall appear on all signage, brochures, logos, websites and other materials of whatsoever kind and nature used to promote the use of the facility. This restriction shall remain in effect for ninety (90) years.

C. The COUNTY shall install and maintain a memorial plaque in the reception room of the Isolation Building recognizing and honoring Edward and Lillian Bishop and Mary Parker for their many contributions regarding the Bishop Animal Shelter. The COUNTY shall install and maintain an additional plaque recognizing and honoring the major donors for the expansion of the Bishop Animal Shelter. Within one year of the Closing, both plaques will be prepared and installed at the expense of the County. The design of the plaques will be mutually agreed upon by the COUNTY and SPCA.

D. The COUNTY shall operate the facilities on the Southern Parcel exclusively for the care and maintenance of animals in a manner substantially similar to the current Operations of the SPCA and consistent with local, state and federal Law. The foregoing commitment shall not preclude COUNTY from using all or part of the facilities for community fundraising purposes, when doing so would not interfere with the purpose of the facilities to shelter and care for animals.

E. The County will inform the SPCA and the resident(s) of the house on the Northern Parcel in advance of any activities on the Southern Parcel that will affect the house, such as temporary interruption of utilities, public events or gatherings, etc.

3.11 Survival and Reverter. The provisions of this Article III shall attach to the land, run with the title, and survive the Closing, and the SPCA shall retain the right to enforce the provisions of this Article III. The Special Warranty Deed to COUNTY executed and recorded at Closing shall specifically include reference to the reverter rights of SPCA. In the event of any material violation of the provisions of this Article III by the COUNTY, its successors, representatives, or assigns, then all right and title to the Southern Parcel shall revert to the SPCA, its successors or assigns with the same rights and title as before the execution of the Special Warranty Deed, as fully and completely as if this Agreement and the Special Warranty Deed had not been executed. To effectuate such reverter and if such is needed, COUNTY agrees that it shall execute a Special Warranty Deed back to SPCA within sixty (60) days of receipt of notice of violation from SPCA which violation remains uncured. The COUNTY shall be solely responsible for any and all costs and expenses associated with the reverter and the Special Warranty Deed back to the SPCA.

ARTICLE IV
SPCA’S REPRESENTATIONS AND WARRANTIES

SPCA hereby makes the following representations and warranties to COUNTY, each of which are true and correct in all respects, on the date hereof and shall be deemed made again as of the Closing Date and represented by SPCA to be true and correct on the Closing Date, and which shall survive the Closing Date for a period of two (2) years.

4.1 “AS-IS, WHERE-IS” Donation. SPCA is donating the Shelter Assets in their “AS-IS, WHERE-IS” condition and makes no warranties as to the Southern Parcel, the Shelter Assets or the Operations.

4.2 Organization. SPCA is not-for-profit corporation duly organized, validly existing and in good standing under the Laws of the State of Florida.

4.3 Authority and Approval of Agreement.

(a) The execution and delivery of this Agreement by the SPCA and the performance of all of its respective obligations hereunder have been duly authorized and approved by the Board of Trustees of the SPCA pursuant to their governing documents and applicable Law, and said authorization and approval has not been altered, amended or revoked. Pursuant to said authorization and approval, the SPCA has the power and authority to execute and deliver this Agreement and to perform all of its respective obligations hereunder.

(b) This Agreement, and each of the other documents, instruments and agreements executed by the SPCA in connection herewith constitute the valid and legally binding agreements of the SPCA enforceable against the SPCA in accordance with its terms.

4.4 No Violations. Neither the execution, delivery or performance of this Agreement, or any other documents, instruments or agreements executed by the SPCA in connection herewith, nor the consummation of the transactions contemplated hereby and thereby, do or will: (i) constitute a violation of or default under (either immediately, upon notice or upon lapse of time) any provision of any Contract to which SPCA, the Southern Parcel, or the Shelter Assets may be bound, any Judgment or any Law; or (ii) result in the creation or imposition of any Encumbrance upon, or give to any third person any interest in or right to, any of the Shelter Assets or the Southern Parcel; or (iii) result in the loss or material adverse modification of, or the imposition of any fine or penalty with respect to, any Permit or franchise granted or issued to, or otherwise held by or for the use of, SPCA or pertaining to the Operations.

4.5 Brokerage Fees. There is no Person acting on behalf of SPCA who is entitled to or has any claim for any brokerage or finder's fee or commission in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

4.6 Employees. SPCA shall be responsible for and shall pay for all employee obligations including, but not limited to, accrued wages, bonuses, payroll taxes, vacation time, sick time, illness leave, medical, dental, life insurance, fringe benefits and any other employee benefits or perquisites due and owing to SPCA employees before and on the Closing Date.

4.7 Insurance Coverage. SPCA has maintained, and will continue to maintain until the Closing Date, adequate insurance with respect to the Operations, including, but not limited to, commercial general liability coverage. SPCA represents that such coverage is and will be carried on an “occurrence basis” and that such insurance has been so carried for a period that would cover any and all claims for personal injury, death or property damage arising out of the Operations.

ARTICLE V
COUNTY’S REPRESENTATIONS AND WARRANTIES

COUNTY hereby makes the following representations and warranties to SPCA, each of which COUNTY represents to be true and correct on the date hereof, and (except as the COUNTY may notify the SPCA in writing prior to Closing) shall be deemed made again as of the Closing Date and represented by the COUNTY to be true and correct on the Closing Date, and which shall survive the Closing Date for a period of two (2) years.

5.1 Organization. COUNTY is a political subdivision of the State of Florida.

5.2 Authority and Approval of Agreement.

(a) COUNTY has the power and authority to execute and deliver this Agreement and to perform all its obligations hereunder.

(b) This Agreement and each of the other documents, instruments and agreements executed by COUNTY in connection herewith constitute the valid and legally binding agreements of COUNTY, enforceable against COUNTY in accordance with their terms, except that: (i) enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws of general application affecting the enforcement of the rights and remedies of creditors; and (ii) the availability of equitable remedies may be limited by equitable principles.

5.3 Brokerage Fees. There is no Person acting on behalf of the COUNTY who is entitled to or has any claim for any brokerage or finder's fee or commission in connection with the execution of this Agreement or the consummation of the transactions contemplated hereby.

5.4 Consents. Execution, delivery, and performance by COUNTY of this Agreement and the consummation by COUNTY of the transactions contemplated hereby requires approval by the Manatee County Board of County Commissioners.

ARTICLE VI
CONDITIONS PRECEDENT TO COUNTY’S OBLIGATIONS

Notwithstanding the execution and delivery of this Agreement or the performance of any

part hereof, COUNTY's obligations to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the conditions set forth in this Article VI, except to the extent that such satisfaction is waived in writing by COUNTY.

6.1 Representations and Warranties of the SPCA. All representations and warranties of SPCA in this Agreement and the Schedules and Exhibits hereto shall have been true and correct in all material respects on the date of this Agreement and shall be materially true and correct in all material respects on the Closing Date as though such representations and warranties were again made on the Closing Date.

6.2 Performance of this Agreement. SPCA shall have duly performed or complied with all of covenants and obligations under this Agreement that are to be performed or complied with by the SPCA on or prior to the Closing Date.

6.3 Absence of Proceedings. No Proceeding shall have been instituted or threatened on or before the Closing Date by any Person, the result of which did or could prevent or make illegal the consummation of all or any of the transactions contemplated by this Agreement, or which had or could have a Material Adverse Effect on the Shelter Assets.

6.4 Consents. SPCA shall have delivered to COUNTY all Consents, in form and substance reasonably acceptable to COUNTY, as the COUNTY reasonably deems required under any of the Contracts because of the sale of the Shelter Assets to COUNTY and the other transactions contemplated under this Agreement.

6.5 Adverse Change/Independent Contracts. Between the Effective Date and the Closing Date, SPCA shall have conducted the Operations and maintained the Shelter Assets in the Ordinary Course of Business and there shall have not occurred any Material Adverse Change to the Shelter Assets, or in the results of the Operations, between the end of the Inspection Period and the Closing Date.

6.6 Commission Approval and Appropriation. The Board of County Commissioners of Manatee County has approved the execution of this Agreement and appropriated funds to consummate the Closing.

In the event any of such conditions set forth in this Article VI have not been satisfied or waived in writing by COUNTY on or before Closing, then without waiving any right COUNTY may have if such failure or condition would also constitute a default by SPCA (not cured within the cure period), COUNTY shall have the right to terminate this Agreement without liability to any party.

ARTICLE VII
CONDITIONS PRECEDENT TO THE SPCA'S OBLIGATIONS

Notwithstanding the execution and delivery of this Agreement or the performance of any part hereof, the SPCA's obligations to consummate the transactions contemplated by this Agreement shall be subject to the satisfaction of each of the conditions set forth in this Article VII, except to the extent that such satisfaction is waived by SPCA in writing.

7.1 Representations and Warranties of COUNTY. All representations and warranties of COUNTY contained in this Agreement or any of the other Exhibits or any Schedules hereto shall have been true and correct in all respects on the date of this Agreement, and shall be true and correct in all respects on the Closing Date as though such representations and warranties were again made, without exception or deviation, on the Closing Date.

7.2 Performance of this Agreement. COUNTY shall have duly performed or complied with all of the covenants and obligations under this Agreement to be performed or complied with by it on or prior to the Closing Date.

7.3 Absence of Proceedings. No Proceeding shall have been instituted or threatened on or before the Closing Date by any Person against COUNTY the result of which did or could prevent or make illegal the consummation of all or any of the transactions contemplated by this Agreement.

7.4 Offer of Employment. COUNTY may offer employment to some SPCA employees after the Closing Date. The COUNTY may take a maximum of the following types of employees at the pay scale described herein:

- 4 Animal Care Specialists \$13.55 - \$18.40 hourly
- 1 Intake Coordinator (Animal Care Specialist II) \$14.85 - \$20.30 hourly
- 1 Parks Maintenance I \$13.55 - \$18.40 hourly
- 1 Parks Maintenance III \$37,024.00 - \$51,480.00

SPCA employees interested in the above positions at the pay rates described are encouraged to apply. Employment with the COUNTY is contingent upon a candidate meeting all Manatee County Human Resource employment guidelines and having the appropriate skillset and experience for such position.

In the event that any such condition set forth in this Article VII shall not have been satisfied or waived in writing by SPCA on or before the Closing Date, then without waiving any rights of SPCA to enforce any default by COUNTY (not cured within the cure period) as provided in this Agreement, the SPCA, if COUNTY fails to cure such default, shall have the right to terminate this Agreement without liability to any party.

ARTICLE VIII **BREACH AND REMEDIES**

8.1 Breach by SPCA. If, on or before the Closing Date, SPCA shall have: (i) breached a representation or warranty under this Agreement or (ii) breached or defaulted in the full and timely performance and satisfaction of any of their covenants or other Obligations under

this Agreement, and such breach or default is not cured on or before the fifth (5th) business day after the date COUNTY gives SPCA written notice thereof, then the COUNTY's sole remedy, at its option, shall be to terminate this Agreement upon written notice to the SPCA.

8.2 Breach by COUNTY. If, on or prior to the Closing Date, COUNTY shall have: (i) breached a representation or warranty under this Agreement, or (ii) breached or defaulted in the full and timely performance and satisfaction of any of its covenants or other Obligations under this Agreement and such breach or default is not cured on or before the fifth (5th) business day after the date SPCA gives COUNTY written notice thereof, then SPCA's sole remedy shall be to terminate this Agreement upon written notice to the COUNTY.

ARTICLE IX
MISCELLANEOUS

9.1 Notices. All notices, demands and other communications given hereunder shall be in writing and shall be deemed to have been duly given: (a) upon hand delivery thereof with written confirmation of receipt, (b) upon receipt through any commercial overnight delivery service, or (c) upon receipt by Certified Mail, Return Receipt Requested, to the addresses set forth below or at such other address, or to such other person and at such address for that person, as any party shall designate in writing to the other parties for such purpose in the manner hereinabove set forth:

If to COUNTY: Manatee County Administration
 ATTN: County Administrator
 1112 Manatee Avenue West
 Bradenton, FL 34205
 Telephone: (941) 745-3750

With a copy to: Office of the County Attorney
 ATTN: County Attorney
 1112 Manatee Avenue West
 Bradenton, FL 34206
 Telephone: (941)745-3750

If to SPCA: SPCA
 5718 21st Avenue West
 Bradenton, FL 34209
 Attn: Burdette R. Parent,
 Chairman
 Telephone: (941) 792-2863

With a copy to: Blalock Walters, P.A.
 802 11th St. West
 Bradenton, FL 34205
 Attn: Matthew Lapointe, Esquire
 Mark P. Barnebey, Esquire

Telephone: (941) 748-0100

9.2 Entire Agreement. This Agreement, and the Exhibits and Schedules attached hereto and the documents delivered pursuant hereto, sets forth all the promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, expressed or implied, oral or written, except as herein contained.

9.3 Binding Effect; Assignment. This Agreement shall be binding upon the parties hereto, their beneficiaries, heirs and administrators, and does not confer any rights on any other persons or entities. COUNTY may not assign this Agreement without the prior, written Consent of SPCA. COUNTY acknowledges that this Agreement is personal to SPCA and COUNTY may withhold Consent to assignment for any reason or no reason.

9.4 Amendment. This Agreement may be amended, and its material provisions may be waived, only by written instrument expressly approved for the COUNTY by the Board of County Commissioners and for SPCA by its authorized signatory, and only if properly executed by all the parties hereto.

9.5 No Waiver. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

9.6 Gender and Use of Singular and Plural. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the party or parties or their personal representatives, successors and assigns may require.

9.7 Counterparts/Facsimile. This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. Execution and delivery of this Agreement by any party hereto, when transmitted via facsimile or electronic transmission, shall constitute the original, binding Agreement of any such party.

9.8 Headings. The Article headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of the Agreement.

9.9 Governing Law. This Agreement shall be construed in accordance with the Laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall be exclusively maintained in the Circuit Court of the Twelfth Judicial Circuit in Manatee County, Florida, or the extent a proceeding is removed to or requires federal jurisdiction, the United States District Court, Tampa Division, and all parties hereby specifically consent to the jurisdiction of said courts.

9.10 Further Assurances. The parties hereto will execute and deliver such further instruments and do such further acts and things as may be reasonably required to carry out the intent and purposes of this Agreement.

9.11 Litigation. If any party hereto is required to engage in litigation or arbitration against any other party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final Judgment in favor of such party ("Prevailing Party"), then the party or parties against whom said final Judgment is obtained shall reimburse the Prevailing Party for all expenses reasonably incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder, including, but not limited to, all reasonable attorneys' fees, paralegals' fees and any sales tax thereon, and all court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

9.12 Construction. Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be more strictly construed against the party that itself or through its agent prepared the same, it being agreed that the parties hereto and their respective agents and legal counsel have participated in the preparation hereto.

9.13 Independent Counsel. All parties to this Agreement hereby acknowledge and agree that each has been advised to seek independent legal in connection with the negotiation, preparation and consummation of this Agreement as well as all closing documents in the intended transaction by and between the parties.

9.14 Radon. Section 404.056(5), Florida Statutes, requires the following notice to be provided with respect to the contract for sale and acquisition of any building:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

9.15 Limitation of Obligations. Notwithstanding any other provisions of this Agreement, the obligations undertaken by the parties hereto shall not be construed to be or constitute general obligations, debts or liabilities of the COUNTY or the State of Florida or any political subdivision thereof within the meaning of the Constitution and Laws of the State of Florida, but shall be payable solely in the manner and to the extent provided in or contemplated by this Agreement. This Agreement shall not be construed to establish a joint-ownership or joint venture between the COUNTY and SPCA within the meaning of Article VII, Section 10 of the Constitution of the State of Florida or otherwise. The Obligations of the COUNTY hereunder are subject to annual budgeting and appropriation of legally available funds by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

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

By: Its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: Angelina Coloneso
Clerk of the Circuit
Courtand Comptroller

By: _____
Deputy Clerk

Date: _____

SPCA:
Society for the Prevention of Cruelty to Animals
of Manatee County, Inc.
a Florida Not-for-Profit
Corporation

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE 3.1(c)

Intangible Personal Property

The name “Bishop Animal Shelter”

The name “Edward and Lillian Bishop Animal Shelter”

The Bishop Animal Shelter logo

All website content (but not the domain name “bishospca.org”)

All social media accounts registered to the Bishop Animal Shelter (but not the name “SPCA”)

SCHEDULE 3.1(d)
Contracts

IDEXX Contract – SPCA to provide

SCHEDULE 3.2(d)

Excluded Assets

SPCA's transferred personal property to County is not included in the Bill of Sale.

EXHIBIT A

NORTHERN PARCEL

and

SOUTHERN PARCEL

EXHIBIT B

SPECIAL WARRANTY DEED
(SPCA to provide)

EXHIBIT C

BILL OF SALE
(SPCA to provide)

EXHIBIT D

EASEMENTS AGREEMENT

PREPARED BY AND RETURN TO:
MARK P. BARNEBEY, ESQ.
Blalock Walters P.A.
802 11th Street West
Bradenton, Florida 34205
(941) 748-0100

Agenda Item 64

EXHIBIT D - EASEMENTS AGREEMENT

THIS EASEMENTS AGREEMENT (the “Agreement”) is made and entered into as of the ____ day of _____, 2021, by and between **MANATEE COUNTY, a political subdivision of the State of Florida (“County”)**, whose address is P.O. Box 1000, Bradenton, Florida 34206 and **SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS OF MANATEE COUNTY, FLORIDA (“SPCA”)**, whose address is 5718 21st Avenue West Bradenton, FL 34209

WITNESSETH:

WHEREAS, County owns certain property in Manatee County, Florida, which is legally described in **EXHIBIT “1”** and made a part hereof ("**Southern Parcel**");

WHEREAS, SPCA owns certain property in Manatee County, Florida, which is legally described in **EXHIBIT “2”** and made a part hereof ("**Northern Parcel**"), which is adjacent to the **Southern Parcel**; and

WHEREAS, the parties seek to grant each other easements for the purposes and on the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the premises, and the mutual benefits to be realized by the parties, and for other good and valuable considerations, receipt and sufficiency of which are hereby acknowledged by each party, the parties agree as follows:

1. Recitals and Definitions. The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used in this Agreement shall have the meanings given them herein. The following terms shall have the following meanings:

- 1.1. “Easements”** means the easements collectively created, granted and described in Section 2 of this Agreement.
- 1.2. “Parcel”** means either the **Northern Parcel** or the **Southern Parcel**.
- 1.3. "Permittees"** means the tenant(s), occupant(s) and respective employees, agents, contractors, customers, patients, guest, invitees, emergency personnel and licensees.

1.4. "Owner or Owners" means the owner of the **Northern Parcel** and the owner of the **Southern Parcel** and any and all successors or assigns or such Owner or Owners.

2. **Grant of Easements.**

2.1. **SPCA Access Easement.** County grants to SPCA and establishes a perpetual, non-exclusive easement over and across the driveways and curb cuts now existing or hereinafter constructed over the **Southern Parcel**, generally illustrated on **EXHIBIT "3"**, attached hereto and incorporated herein, for the purpose of pedestrian and vehicular passage in favor of SPCA and its permittees (the "**SPCA Access Easement**").

2.2. **County Access Easement.** SPCA grants to County and establishes a perpetual, non-exclusive easement over and across the driveways and curb cuts now existing or hereinafter constructed over a portion of the **Northern Parcel** generally illustrated herein on **EXHIBIT "3"**, attached hereto and incorporated herein for the purpose of pedestrian and vehicular passage in favor of County and its permittees (the "**COUNTY Access Easement**").

2.3. **SPCA Utility and Infrastructure Easement.** County grants to SPCA and establishes a perpetual, non-exclusive blanket easement over, under and across for existing utility services and infrastructure, including water, sewer, reuse, phone, electric, stormwater, cable and internet services now existing over the **Southern Parcel**, (the "**SPCA Utility and Infrastructure Easement**").

2.4. **County Utility and Infrastructure Easement.** SPCA grants to County and establishes a perpetual, non-exclusive blanket easement over, under, and across for existing utility services and infrastructure, including water, sewer, reuse, phone, electric, stormwater, cable and internet services, now existing over the **Northern Parcel**,(the "**County Utility and Infrastructure Easement**").

3. **Status of Easements.** **SPCA Access Easement** and **SPCA Utility and Infrastructure Easement** shall be appurtenant to the **Northern Parcel**, and all parts thereof, and the **County Access Easement** and **County Utility and Infrastructure Easement** shall be appurtenant to the **Southern Parcel**, and all parts thereof.

4. **Maintenance of All Easements.** Each party shall be responsible to repair and maintain in good repair and condition the easements on which the SPCA or County has the right to access on the underlying parcel. Such shall be maintained in compliance with all applicable law and otherwise in a manner consistent with a reasonably accessible, unobstructed easement in Manatee County, Florida.

5. **Scope of Easement/Use Enjoyment.** The County currently utilizes the **Southern Parcel** as an animal shelter. If the intensity of the use on **Southern Parcel** is increased or the zoning of the **Southern Parcel** is changed, then the SPCA, in its sole discretion, may terminate the **County**

Access Easement upon providing **County** with one hundred and eighty (180) days' notice. The **SPCA** currently utilizes the **Northern Parcel** as a single-family home. If the intensity of use on the **Northern Parcel** is increased or the zoning of the **Northern Parcel** is changed, the County, in its sole discretion, may terminate the **SPCA Access Easement** upon providing the **SPCA** one hundred and eighty (180) days' notice. Each **Owner** shall comply with all government laws, ordinances rules, regulations of every kind pertaining to the Easements or to the use and occupancy thereof, including without limitation, any restriction or limitation on the rights of access. Each **Owner**, for the Easement it is utilizing, shall not commit or suffer any waste of the Easement and will not use or permit any use of the Easement for any illegal purpose or in any such way as to constitute a public nuisance or in any way that violates or breaches any law, rule, regulation or ordinance to which the Easement is subject.

6. Reservation of Rights.

- 6.1 Use of the Easements.** The right to use the Easements for a purpose not contemplated within this Agreement is expressly reserved to each Owner, including without limitation, the right to make the following uses of each Easement: (a) the right to maintain, replace and erect improvements in the Easements; however, the construction of improvements shall not interfere with the other Owner's use of Easements or Parcel; and (b) any subsurface use or surface use that does not unreasonably interfere with the other Owner's use of Easements or Parcel.
- 6.2 Relocation of the Access Easement.** SPCA and County reserve the right to relocate the drive and Access Easement within their respective properties, provided the location of the relocated drive and easement is approved by other Owner in writing, which approval will not be unreasonably withheld. SPCA shall make reasonable efforts to relocate a separate driveway solely on its property to serve its respective parcel within seven (7) years of the execution of this Easements Agreement.
- 6.3 Termination of County Access Easement.** The **County Access Easement** shall terminate upon the County relocating the main entrance to the **Southern Parcel** to the animal shelter facilities from 21st Avenue West. The County shall make reasonable efforts to relocate its main entrance to be from 21st Avenue West within seven (7) years of the execution of this Agreement.
- 6.4 Termination of SPCA Access Easement.** The **SPCA Access Easement** shall terminate upon the SPCA constructing a new driveway or access road wholly contained within the **Northern Parcel** from 59th Street West, 17th Avenue West, or 21st Avenue West to the residence located on the **Northern Parcel**.
- 6.5 Termination of County Utility and Infrastructure Easement.** If existing utility and infrastructure services referenced in Section 2.4 herein are relocated onto the Southern Parcel, the County Infrastructure Easement related to the relocated utility or infrastructure service shall be terminated.

6.6 Termination of the SPCA Utility and Infrastructure Easement. If existing utility and infrastructure services referenced in Section 2.3 herein are relocated onto the Northern Parcel, the SPCA Infrastructure Easement related to the relocated utility or infrastructure service shall be terminated.

7. Miscellaneous.

7.1 Right to Enforce. Without limiting any remedy provided for in this Agreement, each party hereto, and their respective successors and assigns, shall have the right to enforce, by any and all proceedings at law or in equity, all Easement, restrictions, covenants and agreements imposed by the provisions of this Agreement, or any amendment hereto, including the right to prevent the violation of any such Easement, restrictions, covenants and agreements and the right to recover damages for such violation.

7.2 Self Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (or, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner fails to commence such cure within such 30-day period or fails to thereafter diligently prosecute such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at four percent (4%) above the Prime Rate (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, and/or (ii) blockage or material impairment of the easement rights, an Owner may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof together with interest at four percent (4%) above Prime Rate, as above described "Prime Rate" shall mean the prime rate (U.S.) published in the Money Rates section of The Wall Street Journal from time to time.

7.3 No Waiver. Failure by any party to enforce any Easement, covenant, restriction or agreement herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other Easement, covenant, restriction or agreement.

7.4 No Termination For Breach. Except as provided herein, notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the Easement, covenants, restrictions and agreements hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

- 7.5 Cumulative Remedies.** All rights, options, and remedies of a party under this Agreement are cumulative, and no one of them shall be exclusive of any other, and each party shall have the right to pursue any one or all of such rights, options, and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.
- 7.6 Severability.** Invalidation of any one or a portion of the Easements, covenants, restrictions or agreements contained herein by judgment or court order shall in no way affect any other of the provisions of this Agreement, which shall remain in full force and effect.
- 7.7 Covenants to Run with the Land; Amendment.** Except as otherwise indicated herein, the Easements, covenants, restrictions and agreements of this Agreement shall run with and bind the land and the easement areas as described herein, and shall inure to the benefit of and be enforceable by the parties, their respective successors and assigns. This Agreement may be amended only by a writing that is signed and acknowledged by each party (or its successors or assigns) with formalities equal to this instrument and thereafter recorded in the Public Records of Manatee County, Florida.
- 7.8 Assignment.** Either party shall have the right and option to assign its interests, rights and obligations arising by, through or under this Agreement, without prior approval by the other party, to a third party, if such party owns the property which is benefited by the respective Easement. Any other assignments shall require the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.
- 7.9 Term.** Except as provided herein, this Agreement and the Easements and restrictions created hereby shall be perpetual to the extent permitted by law.
- 7.10 Section Headings.** The section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.
- 7.11 Singular Includes Plural.** Whenever the context of this Agreement requires same, the singular shall include the plural, and the plural the singular, as the context may require, and any one gender shall include all genders.
- 7.12 Governing Law and Venue.** This Agreement is made in the State of Florida and the validity, construction, and enforceability of this Agreement and each of its provisions shall be governed by applicable laws of the State of Florida. Venue of any dispute shall be located in Manatee County, Florida or the extent a proceeding is removed to or requires federal jurisdiction, the United States District Court, Tampa Division. This Agreement shall not be construed more strongly against any party, regardless of the extent to which such party may have participated in the drafting of this Agreement.

7.13 No Public Dedication/Third Parties. The Easements created by this Agreement shall not constitute a dedication for public use. The provision of this Agreement are for the exclusive benefit of the Owners and its Permittees and not for the benefit of any third party, nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any other third party.

7.14 Liability Insurance. Each Owner shall maintain in full force and effect, and name the other Owner as an additional insured party thereon, a comprehensive liability insurance policy insuring against liability for loss or damage to person or property arising out of the use of the Owner's Easement pursuant to this Agreement. All such liability insurance shall be in an amount and with such company as is commercially reasonable; provided, however, in no event shall such amount be greater than One Million and No/100 Dollars (\$1,000,000.00) per occurrence and Two Million and No/100 Dollars (\$2,000,000.00) in the aggregate with respect to bodily injury, death, property damage and personal injury.

7.15 Indemnification. To the extent allowed by law, each Owner having rights with respect to an Easement shall indemnify and hold harmless the other Owner from and against all claims, liabilities and expenses (including reasonable attorney's fees) relating to accidents, injuries, death, bodily injury, property damage, loss, or damage of or to any person or property arising from the exercise by such indemnifying party of its rights or obligations with respect to such Easement, and which are due to neglect, intentional or willful acts or omissions of such party, its contractors, employees, agents, affiliates, or others acting on behalf of such party, except for any such claim, liability, or expense arising out of the negligence or willful acts or omissions of such other party, its contractors, employees, agents, affiliates, or others acting on behalf of such party.

7.16 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Any party hereto may execute this Agreement by signing any one counterpart.

7.17 Estoppel Certificate. Each party agrees promptly following the request by the other Owner or the holder of any mortgage or other encumbrance on any Parcel encumbered by or entitled to the benefit of the Easements, to execute and deliver an Estoppel Certificate certifying that, to the best of such party's knowledge: (i) this Agreement is unmodified and in full force and effect, or, if modified, stating the nature of such modification and certifying that this Agreement, as so modified, is in full force and effect, (ii) there are no uncured defaults on the part of either party hereunder, or if there exist any uncured defaults stating the nature of such uncured defaults, and (iii) the correctness of such other information respecting the status of this Agreement as may be reasonably required by the party requesting execution of such Estoppel Certificate. A party's failure to so execute and deliver an Estoppel Certificate within twenty (20) days following written request as required above, shall be conclusive upon such party that as of the date of said request for the same (i) that this Agreement is in full force and effect, without modification except as may be represented by the party hereto requesting execution

of such Estoppel Certificate, (ii) that there are no uncured defaults on the part of either party hereunder except as may be represented by the party hereto requesting execution of such Estoppel Certificate, and (iii) such other information respecting the status of this Agreement as may be reasonably required by the party hereto requesting execution of such Estoppel Certificate is correct.

7.18 Prevailing Party's Fees. If any party hereto is required to engage in litigation or arbitration against any other party hereto, either as plaintiff or as defendant, in order to enforce or defend any of its or his rights under this Agreement, and such litigation results in a final Judgment in favor of such party ("Prevailing Party"), then the party or parties against whom said final Judgment is obtained shall reimburse the Prevailing Party for all expenses reasonably incurred by the Prevailing Party in so enforcing or defending its or his rights hereunder, including, but not limited to, all reasonable attorneys' fees, paralegals' fees and any sales tax thereon, and all court costs and other expenses incurred throughout all negotiations, trials or appeals undertaken in order to enforce the Prevailing Party's rights hereunder.

7.19 Force Majeure. The following shall be deemed "Force Majeure" delays: any delays due to strikes, lockouts, civil commotion, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, acts of utility providers or for any other reason beyond the direct control of a party, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed (not including the insolvency or financial condition of that party or the increased cost of obtaining labor and materials). Notwithstanding anything in this Agreement to the contrary, if either party shall be delayed in the performance of any act required under this Agreement by reason of any Force Majeure event, then provided notice of the event is given to the other party within a reasonable time after its occurrence, performance of the act shall be excused for the period of the delay and the period for the performance of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in their names as of the day and year first above written.

**SOCIETY FOR THE PREVENTION OF
CRUELTY TO ANIMALS OF MANATEE
COUNTY, FLORIDA**

WITNESSES:

By: _____

As: _____

Print Name:

Date: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

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

By: Its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: Angelina Colonnese
Clerk of the Circuit
Court and Comptroller

By: _____
Deputy Clerk

Date: _____

EXHIBIT "1": SOUTHERN PARCEL LEGAL DESCRIPTION

EXHIBIT "2:" NORTHERN PARCEL LEGAL DESCRIPTION

EXHIBIT "3": DIAGRAM OF ACCESS DRIVES

**AMENDMENT NO. 1 TO AGREEMENT NO. 18-R068859AJ
FOR CORRECTIONAL HEALTH CARE SERVICES**

This Amendment No. 1 to Agreement No. 18-R068859AJ (hereinafter Amendment) is made as of this 14th day of December, 2021 (hereinafter Effective Date) between **MANATEE COUNTY**, a political subdivision of the State of Florida, with its principal place of business located at 1112 Manatee Avenue West, Bradenton, FL 34205 (hereinafter County) and **NAPHCARE, INC.**, an Alabama corporation, whose address is 2090 Columbiana Road, Suite 4000, Birmingham, Alabama 35216, (hereinafter Provider).

WHEREAS, on November 27, 2018, the County entered into Agreement No. 18-R068859AJ with Provider for correctional health care services (Agreement); and

WHEREAS, the County has determined a need to extend the term of the Agreement for 180 days, incorporate a revised Exhibit A – Scope of Services, and incorporate a revised Exhibit B – Fee Rate Schedule; and

WHEREAS, Provider agrees to continue to provide the correctional health care services to the County in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Recitals

The above recitals are true and correct and are incorporated herein by reference.

2. Agreement Term

The Agreement shall be temporarily extended beginning January 1, 2022 and ending June 30, 2022.

3. Revised Exhibit A – Scope of Services / Standards and Requirements

Revised Exhibit A – Scope of Services / Standards and Requirements shall hereby replace Exhibit A – Scope of Services in the Agreement.

4. Revised Exhibit B – Fee Rate Schedule

Revised Exhibit B – Fee Rate Schedule shall replace Exhibit B – Fee Rate Schedule in the Agreement for the period beginning January 1, 2022 and ending June 30, 2022.

5. Agreement

The Agreement and Amendment No. 1 represent the entire understanding between the parties hereto.

6. Terms and Conditions

Except as otherwise stated herein, the terms and conditions of the Agreement shall constitute the terms and conditions of this Amendment. A true and correct copy of the Agreement is hereby incorporated by this reference.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed effective as of the date set forth above.

NAPHCARE, INC.

By: _____

Printed Name: _____

Title: _____

Date: _____

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

Jacob Erickson, MBA, CPPO, NIGP-CPP
Procurement Official

Date: _____

REVISED EXHIBIT A
SCOPE OF SERVICES / STANDARDS AND REQUIREMENTS

1.01 SCOPE

Provider shall be required to provide services in accordance with: Florida Model Jail Standards (FMJS), American Correctional Association (ACA), and The Florida Correction Accreditation Commission (FCAC) standards, and Prison Rape Elimination Act (PREA). Manatee County maintains the position where standards shall be viewed as minimal standards, therefore the majority of service provision shall be provided beyond the minimal standard expectation.

Provider shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide medical healthcare services that meet the requirements of the County. Provider shall ensure that its providers work collaboratively with community-based agencies, MSO staff, Manatee County Public Safety Department (PSD), and County staff, and to coordinate and document follow-up and after care healthcare services for inmates in the Health Care Record.

Provider shall provide all medical, dental, mental health, substance abuse and other related health care services, including but not limited to, laboratory, x-ray and pharmacy services, unless expressly limited by the resulting Agreement for all inmates at the MSO jail facilities, excluding non-emergency transportation by emergency medical service (EMS), and pursuant to all applicable federal, state and local laws. The following services are referenced for example only, but in no way shall these references limit the duties of Provider to provide all required medical services.

1.02 GENERAL MEDICAL SERVICES

Provider shall provide the following medical services to include, but not be limited to the following:

- A. Provide medically necessary as defined by CMS (Centers for Medicare & Medicaid Services) adequate, and reasonable medical services:
 - (1) Within the institutions
 - (2) Authorize, coordinate, and provide concurrent utilization management to monitor and authorize medically necessary services that occur outside of the institutions both scheduled and emergent such as:
 - (a) Inpatient and outpatient hospitalizations (medical, surgical, dental, and mental health) care and services
 - (b) Emergency room visits, ambulance services (including ground and air), specialty consults, physician fees, off-site dental fees, off-site treatment and diagnostics, contracted laboratory and radiology services, physical and occupational therapy, ancillary hospital services, follow-up physician services, long term off-site facility care, specialty medical items ordered for an Inmate from a third-party, and all other off-site fees, including dialysis
- B. Maintain electronic medical records for each inmate booked into the facilities. Medical records shall be jointly owned by MSO and the PSD. Medical records will be kept

separate from inmate confinement records and will otherwise be maintained pursuant to applicable laws including the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH).

- C. Make medical records available to MSO and/or County personnel when required to defend any action, formal or informal by any inmate against the Sheriff and/or the County. Additionally, medical records shall be made available to the Sheriff's Office and/or County personnel for the purposes of ensuring quality of care, risk management, review of adverse or sentinel events in addition to obtaining a Release of Confidential Health Information to MSO and Manatee County Government Public Safety Department at intake or provision of care, whichever is sooner. Provider shall cooperate with MSO and/or County in responding to public record requests.
- D. Provide emergency medical services for inmates needing transfer to treatment facilities.
- E. Provide evidence-based detoxification services which include medical assessment, counseling, and referral services when standards or requirements specify this action to be appropriate.
 - (1) Medication Assisted Treatment (MAT) using approved medications and clinically-comprehensive counseling modalities.
 - (2) Optimizing continuation of currently prescribed detoxification medication(s), continuity of treatment, and facilitate transfer of care to the community post-release.
- F. Provide thorough bio-psycho-social History and Physical (H&P) assessment as well as the opportunity for sick call.
- G. Provide primary health care to include convalescent care and preventive maintenance.
- H. Provide all specialty medical services as required by standards or requirements.
- I. Provider shall not provide elective medical care to inmates or health care services to an infant following birth.
- J. Elective medical care means any medical care which, if not provided, in the opinion of Provider's Director of Medical Services and as defined by the Centers for Medicare and Medicaid Services (CMS) as medically necessary, would not seriously jeopardize or impair the inmate's health or which is not otherwise required by law, regulation, or contract.
- K. Conduct specimen collection (e.g., blood draws, oral swabs) from inmates, or other persons presenting for such services to satisfy certain orders of the court to meet the requirements of F.S. 796.08 (Prostitution Screenings and HIV Screenings), F.S. 943.325 (DNA Database) and/or F.S. 960.003 (Victim Notification of Results), and F.S. 943.325 (Comparative Analysis).
- L. Provide licensed and board eligible staff, including but not limited to: Doctor of Medicine (M.D.), Doctor Osteopathy (D.O.), Physician's Assistant (PA), Advanced Registered Nurse Practitioner (ARNP), Registered Nurse (RN), Licensed Practical Nurse (LPN), necessary to provide general medical services. Upon written approval by the County, telecommuting shall be authorized up to 20%.
- M. Negotiated contractual performance penalties shall be imposed in the event that positions are left un-staffed beyond a specified period of time.
- N. Appoint a Director of Medical Services who shall have medical and administrative responsibility on a twenty-four (24) hour basis, whether in attendance or on call.

- (1) The Director of Medical Services shall be a board eligible M.D. or D.O. licensed in the State of Florida, who has previous experience with and demonstrates an understanding of population health and the unique needs of correctional populations such as multi-morbid chronic conditions which include somatic and psychiatric conditions.
- O. Provide an on-site health services administrator to oversee Provider's medical services staff and to be available to answer questions from correction staff a minimum of five days per week, eight hours per day.
- P. Establish and Maintain Policies and Procedures:
 - (1) for the provision of medical services and treatment in accordance with the Scope of Services program specifications and Corrections Operating Procedures.
 - (2) to ensure compliance with those requirements and standards identified in the resulting Agreement and to ensure adequate staffing and preparation for any review and accreditation activities.
 - (3) to ensure adequate staffing and preparation for increased numbers of inmate admissions, primarily due to law enforcement "sweeps" activities.
 - (4) to ensure provision of certain medical services, as applicable, through subcontract or other negotiated arrangement by other medical specialty providers.
 - (5) for continuity of health care coordination and discharge planning. It is anticipated that this coordination will target inmates with chronic or ongoing health concerns and will be provided during inmate incarceration and offered upon their release from custody. These activities will include:
 - (a) The identification, arrangement, and coordination of community-based health care and human services required/requested by inmates;
 - (b) Outreach to community health care and human services providers;
 - (c) Development of formalized working arrangements with community health care and human services providers;
 - (d) Participation in community initiatives as applicable.
 - (6) to ensure service provision to an increasing number of inmates with psychiatric conditions, serious substance abuse conditions, or co-occurring diagnoses whose behavior may be disruptive or harmful to themselves, other inmates, or to staff may exacerbate their physical health needs or identify the need for enhanced coordination of care both at intake and discharge.
 - (7) to ensure service provision to an increasing number of inmates with HIV/AIDS and to an increasing number of pregnant inmates.
- Q. Supervise and direct the activities of all health care providers concerning inmate medical services.

1.03 PSYCHIATRIC SERVICES

Provider shall screen for and conduct comprehensive psychiatric assessments as indicated and/or provide necessary psychiatric and counseling services for inmates through a licensed psychiatric clinician and counseling provider and establish procedures and policies related to services which provide for the detection, diagnosis, treatment, and referral of inmates with mental health treatment needs. Psychiatric services shall include, but are not limited to the following:

- A. Psychiatric Screening / Risk assessments.

- B. Provide necessary support personnel.
- C. Monitor services of support personnel.
- D. Provide continuity of care within the community.
- E. If inmate has an established psychiatrist within the community, coordination of care shall be provided and documented.
- F. Provide and supervise staff (psychiatrists and support staff) necessary to provide psychiatric services on a twenty-four (24) hour per day basis, whether in attendance or on-call.
- G. Appoint a Director of Psychiatric Services who shall have medical administrative responsibility for providing services as set forth under this Scope of Services.

1.04 DENTAL SERVICES

Provider shall provide dental services to include, but not be limited to:

- A. Dental screening and examinations as applicable to each facility accreditation standard.
- B. Emergency dental treatment.
- C. Provide dental/oral surgery services to include:
 - (1) Dental examinations; Treatment of pain; Removal of teeth
 - (2) Incision and drainage; Temporary fillings; Repair lacerations.
 - (3) Treatment of trauma cases and emergency care; and
 - (4) Restorations or dentures when required.
 - (5) Maxillofacial surgery services when required by standards or requirements.
- D. Maintain dental records.
- E. Provide and supervise staff (dentists, dental surgeons and support staff) necessary to provide services.
- F. Supervise and direct the activities of support personnel.
- G. Appoint a Director of Dental/Oral Surgery Services who shall have medical and administrative responsibility for providing the services as required by standards or requirements on a twenty-four (24) hour basis, whether on call.
- H. Establish procedures and policies related to dental/oral surgery services and treatment.
- I. Staff Minimum & Hours
 - a. Dentist: 16 Hours
 - b. Dental Assistant: 16 Hours

1.05 PHARMACY SERVICES

Provider shall provide pharmacy services to include, but not be limited to the following:

- A. Provide a licensed, certified pharmacist to the institutions in accordance with the Department of Professional Regulation, Board of Pharmacy Rule 64B16-27.400 Florida Administrative Code (Practice of Pharmacy)
- B. Establish a Policy and Procedures Manual for the safe handling and controlling of medications in the institutions in accordance with Rule 64B16-27.400 FAC (Practice of Pharmacy).
- C. Handle all communications with the State Board of Pharmacy concerning changes in Policies and Procedures and obtain approval from such body.
- D. Develop and maintain a specific drug formulary and ensure that the Policies and Procedures Manual contains definite information as to drugs and strengths. Determine specific controlled substances to be stocked to accommodate the treatment objectives;

- an electronic system is preferred.
- E. Ensure that Proof-of-Use record sheets are maintained for all Schedule II, III, and IV Controlled substances.
 - F. Ensure that drugs are properly labeled and stored securely, consistent with the requirements necessary for control, and meet all State regulatory requirements.
 - a. Ensure that perpetual inventory records are maintained for all controlled substances and medications and that all medications are administered to inmates by qualified medical staff according to the directive of a designated physician. Appropriate medication dispensing records will be maintained
 - b. Qualified medical staff will provide the medication as directed by the physician
 - c. Controlled substances will be dispensed/tracked in accordance with F.S. 893.04
 - G. Regularly perform on-site inspections and reviews not less than once per month. Maintain records of such inspections and reviews signed by the Pharmacist for a period of not less than two (2) years.
 - H. Provide staff and supervision necessary to provide pharmacy services.
 - I. Provide necessary equipment, forms, supplies, and pharmaceuticals related to providing Pharmacy Services.
 - J. Pharmaceutical “kick back” and savings shall be used to offset pharmaceutical costs.
 - K. Pharmaceutical services under the resulting Agreement shall include only the provision of medications to be consumed by the Inmates under medical care of the Provider while housed at the Manatee County Jail unless deemed medically necessary (excluding MAT Medications) while providing discharge services and will otherwise not exceed a 3-day supply. The County shall not be financially responsible for medication or prescription orders not actually consumed by inmates under medical care at the Manatee County Jail. The provision of medications, in stock, not consumed, or otherwise not currently required by an Inmate is not compensable service under the resulting Agreement.

1.06 DISCHARGE / INTAKE SERVICES

Provider will have a discharge planning process for all inmates with a scheduled release date who are under medical or mental health care while incarcerated. The Provider shall have a pre-release transition plan develop with the Jail staff to provide continuity of care, and shall provide the following discharge and intake services:

- A. Formal linkage between the facility and community-based organizations.
- B. Lists of community health professionals.
- C. Collect thorough and accurate medical and history and physical information from inmate including accessing the County’s electronic Health Information Exchange (HIE).
- D. Medication deemed by the Provider to be medically necessary and otherwise available on the medication formulary will be provided upon discharge and coordinated with community providers; no more than a 3-day supply of medication will be provided along with a written or faxed prescription for 7 days for medications to a local pharmacy.
- E. Ensure inmates receive education on medications, scheduled follow-up appointments,

additional referrals, community health and social serve resources, and printed treatment history along with a list of medications, and established appointment dates/times.

- F. Solicit for medical history from any primary care physician identified by the inmate as their medical provider.
- G. Refer inmates who are uninsured to local agencies, prior to discharge, to apply for entitlement benefits or Affordable Care Act (ACA) health plan post-release.
- H. Enroll inmates who are both uninsured and indigent into the County's indigent health services and ensure inmates are established with a health home (e.g., the local Federally Qualified Health Center).
- I. Minimum of Staff FTE and Hours.
 - (1) Discharge Planner (RN) 1.00 FTE
 - (2) Day shift Intake (RN) 2.1 FTE
 - (3) Night shift Intake (RN) 2.1 FTE

1.07 TELEPHONE SERVICES

Toll free phone and toll-free fax service will be provided by the County at no cost to Provider. Language line charges and long-distance charges for telephone and fax services will be the responsibility of the Provider.

1.08 TRANSPORTATION OF INMATES

Provider shall coordinate non-emergency transportation with MSO who will provide transportation of inmates in need of necessary medical services at locations other than MSO jail facilities.

1.09 ATTIRE

Provider's personnel shall be dressed in attire appropriate to their respective profession and pre-approved by the MSO.

1.10 ACCESS TO RECORDS

Provider shall have reasonable access to inmate records and property, as necessary, to enable Provider to appropriately invoice for services rendered. MSO and COUNTY shall have the complete and unlimited right to access Provider's medical information for all inmates housed at MSO jail facilities. MSO and COUNTY shall review such medical information to confirm that services are provided in accordance with the provision of the resulting Agreement and all applicable laws.

Provider shall make its inmate medical records available for on-site inspection, in accordance with Chapter 381.0031 (4) of the Florida Statute and Florida Administrative Code, Rule 64-D.030 paragraph (6).

Provider shall make records available to the Florida Department of Health and its local Department of Health in Manatee, in accordance with Florida Statute 381.0031 and Florida Administrative Code, Rule 64D-3.029, providing immediate simultaneous notification of DOH involvement related to investigate communicable outbreak events to both MSO and Manatee County Public Safety Department.

1.11 HOUSEKEEPING DUTIES

Heavy cleaning duties in the infirmary, to include, but not limited to, floors, bathrooms, and showers, will be the responsibility of MSO. Provider shall be responsible for storing its supplies in an orderly fashion and maintaining cleanliness of counters and work areas.

1.12 EMERGENCY MEDICAL NEEDS OF ANY PERSON ON PREMISES

Provider shall respond to emergent medical needs of any person on the premises of the MSO jail facility and document services provided.

1.13 SERVICE REQUIREMENTS

Provider's services shall include but not be limited to:

- A. Comprehensive Quality Assurance/Improvement that identifies, manages, treats, and coordinates all medically necessary aspects of inmate medical healthcare services, that occurs locally but is also supported by Corporate/Regional QA/QI personnel, providing routine reporting to areas of concern and performance.
- B. Begin the discharge planning process at intake.
- C. Maintain quality of care for medically necessary services within the confines of the allocated budget.
- D. An approach that is equipped to address an enhanced appreciation for co-morbid medical and psychiatric conditions, demonstrating an understanding that either issue may be either impacted by or the cause of inter-related health issues.
- E. Collaboration with community partners including attendance at community health meetings and abiding by the requirements as set forth by F.S. with respect to Department of Health (DOH).
- F. Purchasing of all equipment, medical supplies and office supplies required for the provision of services except as otherwise excluded in Paragraph A.29, County's Responsibilities. NOTE: Some equipment and supplies currently on hand will be provided by MSO for use by Provider in the provision of services as defined in Exhibit A.
- G. Provide documentation describing the roles of Health Care Staff in an emergency response. Within 30-days from Contract award, the Contractor will be required to provide an emergency response plan that complies with the requirements of Jail policies, and in accordance with Standards. Provider will be expected to participate in County and Jail mass disaster drills, man-down drills and incident critiques. Provider will provide Health Care Services, in times of emergency or threat thereof, whether accidental, natural, or human-made disaster.
- H. The Provider shall implement a comprehensive written infectious disease prevention and control program to include surveillance, preventive, control techniques, treatment and reporting of infections to prevent and minimize infectious disease outbreaks. The program must comply with all applicable CDC guidelines, OSHA regulations, MCSO policies, standards and procedures. The Provider shall ensure all of Provider's Staff are appropriately trained and knowledgeable of the program. The program shall address all Health Care Services and transportation services. The program shall also address communication of universal precautions and any required special handling of Inmates during transport (e.g., using a N95 mask).

The Provider will establish and implement policies and procedures for the care and handling of all Inmates diagnosed with an infectious disease and provide on-site case management Services.

1.14 ERRORS AND OMISSIONS

Provider shall not hold County liable or responsible for costs incurred due to medication errors, expired medications, or other fees associated with over-supply or off-formulary orders including costs beyond the requirements set forth within the contracted services.

1.15 OTHER MEDICAL SERVICES

Provider's other medical services shall include but not be limited to:

A. EMERGENCY MEDICAL SERVICES

Provider shall provide necessary emergency medical care and treatment 24 hours per day, 7 days per week to the inmates at the MSO facilities to be performed either on-site where the person is housed or at an emergency medical care facility or hospital. Where Provider has a choice, it shall provide for necessary ambulance service for emergency medical care patients using Manatee County EMS.

Provider shall be financially responsible for the transportation cost to Manatee County EMS for emergency medical services. Manatee County shall submit requests for reimbursement of emergency transport costs directly to Provider.

Except for the inmate assessment and screening process, Provider shall not be financially responsible for the cost of any medical treatment or health care services it provides to medically stabilize an inmate with a life-threatening injury or illness or in immediate need of emergency medical care at the time of booking.

Provider shall administer, at no additional charge, emergency first aid and temporary medical stabilization to MSO staff or a visitor at an MSO jail facility until emergency medical services (EMS) personnel arrive at the jail facility. However, if providing such emergency medical treatment conflicts with Provider's primary obligation to provide emergency inmate medical services, the inmate medical care shall take precedence.

B. HOSPITALIZATION SERVICES

Provider shall make all arrangements for the admission of any MSO inmate who requires hospitalization. Provider shall be fully-responsible for all costs or expenses incurred thereof. In the event of a dispute between the Provider's Director of Medical Services and the MSO Jail Administrator or designee regarding the need for hospitalization for any MSO inmate, upon MSO request, the Provider's Director of Medical Services shall state in writing the reasons that hospitalization is or is not required for a particular inmate.

C. OBSTETRICS/GYNECOLOGICAL SERVICES

Provider shall provide for obstetrics/gynecological (OBGYN) services to all female inmates. These OBGYN services shall also include:

- (1) Prenatal and postnatal care and delivery.
- (2) Reproductive health services shall be provided by Provider only to the extent medically necessary to treat the inmate or unborn child.

Provider shall not be responsible for any direct expenses associated with the unborn child nor shall Provider be responsible for post-delivery care to the newborn child. Provider shall initiate the transfer of care of the newborn child as prescribed by the policies of the Florida Department of Children and Families.

D. HIV/AIDS-RELATED ILLNESSES

Provider shall be liable for medical expenses associated with the treatment of Human Immuno-Deficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS), or HIV-AIDS-related illnesses, as defined by the Centers for Disease Control and Prevention (CDC), to include prescribing disease management drugs for any inmate diagnosed with HIV-AIDS. Provider shall administer voluntary blood tests to inmates to screen for HIV-AIDS. Provider shall administer voluntary blood tests to inmates to screen for other health hazards and shall follow all applicable confidentiality requirements required by law

MSO directive on testing and screening exceeding CDC standards resulting in material cost to Provider shall be reimbursed to Provider by the COUNTY, unless otherwise required by law. Reimbursement shall be made only with prior written approval from COUNTY for said testing and screening. For this subsection, the term "material" shall be defined as a cost exceeding 5% of Provider's base annual compensation for the current contract year."

E. PRE-BOOKING INJURIES

Provider shall have the responsibility to properly screen and assess any individual who, when arrested by any law enforcement agency (arrestee), has an apparent injury or complaint of sustaining an injury prior to, or incidental to, the arrest, when presented at a Provider staffed facility under the resulting Agreement. If Provider determines, after having medically examined the arrestee, that the arrestee should be admitted to the hospital rather than an MSO facility, Provider shall immediately notify MSO and refer the arrestee to a hospital for treatment.

MSO shall promptly notify Provider of individuals who are taken by the arresting agency to a hospital prior to booking and are booked by MSO at the bedside. Provider shall have no financial responsibility for the cost of medical treatment for bedside booked individuals until such time those individuals are physically incarcerated at the MSO jail facilities.

1.16 PERSONNEL

A. NOTIFICATION OF CHANGES

Provider shall notify the COUNTY and MSO in writing of any changes of staff designated for the provision of services under the resulting Agreement, including but not limited to, any employee or subcontracted service provider within 48 hours.

B. LICENSURE, CERTIFICATION, AND REGISTRATION OF PERSONNEL

Provider shall ensure that all employees, subcontracted personnel, or other personnel who provide services under the agreement are licensed, certified, and registered, in their respective medical disciplines or expertise pursuant to all applicable Florida Law.

For services under the resulting Agreement, the terms registered nurse, licensed practical nurse, nursing supervisor, advance registered nurse practitioner, dentist, psychologist and psychiatrist are defined as set forth in Florida Law. Under the resulting Agreement, the term Director of Medical Services shall be a board-certified M.D. or D.O. licensed in the State of Florida

C. BACKGROUND CHECKS

Provider shall arrange with MSO to have law enforcement background checks conducted on each Provider employee and subcontractor prior to their commencement of performance of medical services under the resulting Agreement. At its discretion, MSO may conduct law enforcement background checks on Provider's employees and subcontractors at any time during the Agreement period. All background checks on Provider's employees and subcontractors shall be at the MSO's cost. MSO reserves the right to require removal of Provider's employee or subcontractor from the performance of services based upon the results of a law enforcement background check.

As determined by MSO and the COUNTY, MSO will provide written notification to Provider regarding any unsatisfactory performance by Provider's employees or subcontractors. Upon receipt of written notice from MSO, Provider shall work with said employee or subcontractor to resolve the unsatisfactory performance. In the event the unsatisfactory performance is not corrected to MSO's satisfaction, Provider shall remove the employee or subcontractor from the provision of services under the resulting Agreement. Unsatisfactory performance by Provider's employee or subcontractor that poses a threat to security or safety shall warrant immediate removal from the provision of services under the resulting Agreement of such employee or subcontractor. If immediate removal is required, Provider shall be given up to 60 calendar days to find an acceptable replacement without penalty. See 1.18, B Contract Management, (1) Staffing and Vacancies, paragraph 2.

Provider is required to maintain a drug-free workplace for the entire Agreement period.

1.17 USE OF INMATES IN HEALTH CARE FACILITY

Provider shall not use inmates, including trustees, in the direct or indirect rendering of any health care services under the resulting Agreement. At MSO's sole discretion, trustees may be used by Provider for services not involving the rendering of medical care.

1.18 SUBCONTRACTING AND CONTRACT MANAGEMENT

A. SUBCONTRACTING:

As required to provide the required services, Provider shall engage and contract with health care professionals as independent subcontractors. Provider shall be responsible for the overall management, direction of, and all actions taken by its subcontracted health care professionals. All contracts for services subcontracted by Provider for

services under the resulting Agreement shall be entered into within sixty (60) days of the commencement of services and shall be in force for the Agreement period. In the event that Provider terminates a contract with its subcontractors, Provider must enter into a new contract for the service(s) within thirty (30) days of the contract termination or shall begin providing such services with its employees.

Provider's right to subcontract, pursuant to this section, shall not apply to the position of Health Services Administrator, Director of Medical Services, any member of the nursing staff, medical staff, secretaries, technicians, clerical and secretarial personnel and similar support persons. These positions shall be filled with Provider's employees, unless prior written approval otherwise is provided by the COUNTY and MSO. Nothing herein shall limit Provider's right to contract on a temporary basis to fill a vacancy until the position is permanently filled by an employee of Provider.

B. CONTRACT MANAGEMENT

(1) STAFFING AND VACANCIES

Actual hours worked by each position under the resulting Agreement shall meet or exceed the hours set forth in Exhibit C Staffing Hours. Pay rates shall meet or exceed the pay rates set forth in Exhibit B Hourly Rates Per Position, for each respective position.

Provider may, at its discretion, fill positions with personnel, who meet the requirements of the resulting Agreement, from an internal staffing pool or from a third-party staffing agency with the exception of Health Service Administrator, Director of Medical Services, and Discharge Planner without prior written approval. Additionally, full-time positions, which work at least 40 hours per week, shall not be staffed with third-party staffing agency personnel for more than sixty (60) consecutive days.

In order to fulfill its staffing obligations at any time during the term of the Agreement, Provider may utilize pro re nata (PRN) staffing and/or a current staff member(s), to include use of overtime staffing, to fulfill the needs of any vacant position or any position that is temporarily vacant and will outline same within a monthly staffing report provided to MSO. In the event a more qualified staff member is used to fill a lower level vacant position, Provider shall bill at the established rate for the lower level position. A paid hour by Provider for staffing is hereby defined by the parties as an hour paid to a staff member, including any overtime, to fill the hours set forth in the contract, which shall include hours worked on-site, telemedicine/tele-psych hours, PTO (Paid Time Off), training/orientation, and holiday hours. At the end of each calendar month, Provider shall report to the MSO the number of hours paid to Provider's staffing personnel for each position and shift aggregated on a monthly basis.

When a position vacancy occurs and remains unfilled for more than 40 hours of scheduled work time, Provider shall reimburse the COUNTY. Reimbursement shall be in the form of an invoice credit at the Total Hourly Rate, as set forth in Exhibit

C, for the number of scheduled work hours for that position until the vacancy is filled. This reimbursement to the COUNTY shall be applied from the initial date of the vacancy through the date the position(s) is filled. Although Provider shall ensure coverage of responsibilities associated with any/all vacant positions, COUNTY does not consider the vacancy as occupied via use of another internal staff person providing temporary coverage to the position or conducting duties associated with the vacant position until a signed job description and documented work date is associated with the vacant position.

Additionally, on a monthly basis, Provider shall submit a report, in a format pre-approved by COUNTY, that is itemized by MSO jail facility and by payroll period, for the hours filled and unfilled for all staffing positions. Provider shall maintain no less than 95% of total contracted FTEs calculated on a paid basis (95% is not by position, as this allows flexibility to adjust staffing to meet the needs of a fluid system). Should Provider fail to maintain the above 95%, Provider shall reimburse COUNTY at an amount equal to the number of total unfilled hours for all positions under this Agreement for the applicable month(s) that are below the 95% threshold multiplied by the average wage multiplied by 1.2. Reimbursement shall be in the form of an invoice credit in the amount equal to the staffing credits reported that were below 95% over the previous month period. The format of the invoice credit document is to be pre-approved by COUNTY.

Any services that must be furnished at a location other than the Correctional Facilities due to Provider's failure to maintain the required staffing levels shall not be considered Outside Services and are not reimbursable to Provider.

(2) INMATE RELATIVES

Provider shall have and enforce a personnel policy that requires all of its employees and subcontractors to inform Provider of any instance where an inmate admitted to an MSO jail facility is their parent, grandparent, sibling, grandchild, aunt, uncle, or first cousin. This includes biological, legal (i.e., adoption, guardianship, etc.), step and half relationships).

(3) EDUCATION AND TRAINING

Provider shall conduct formal and informal health education programs and training for inmates (inmate training is specific to the inmate's needs), correctional officers of the MSO, and Provider's medical services staff. Training must be explicitly designed to advance improvements in the level of inmate health and health care as follows:

- (a) Health care education and training to MSO Correctional Officers shall be conducted upon request by MSO and shall include, but not be limited to:
 - (i) First aid
 - (ii) Signs and symptoms of chemical dependency & mental health
 - (iii) Responses to medical emergencies
 - (iv) Suicide Prevention
 - (v) Trauma-Informed approaches to inmate care.

- (b) Health care education and training to inmates shall be conducted routinely, more often to those in chronic care populations, that shall include, but not be limited to:
- (i) Self-care for their individual health condition(s)
 - (ii) Publicly accessible health resources
 - (iii) Preventative and Primary Care
 - (iv) Healthy Diets
 - (v) Importance of Medication Adherence
 - (vi) Culture and Gender-specific health education
 - (vii) Prevention & maintenance of: diabetes, infectious disease, cardiovascular health, depression, anxiety, oral hygiene.

Annually, within 30 days after each consecutive anniversary of the execution of the resulting Agreement, the Provider shall submit to MSO a list of health education and training programs it has provided to MSO correctional officers for the 12-month period to include documentation indicating those officers who received each training.

- (c) Health care and training to Provider's medical, professional, and paraprofessional services personnel shall include but not be limited to:
- (i) All statutorily mandated annual in-service or proficiency training
 - (ii) Training to ensure continued proficiency in their respective discipline or specialty.
 - (iii) Training to ensure compliance with Provider's applicable operating standards
 - (iv) Training required for accreditation by the American Correctional Association (ACA).

Annually, within 30 days after each consecutive anniversary of the execution of the resulting Agreement, Provider shall submit to MSO a list of health education and training programs it has provided to inmates for the 12-month period to include documentation indicating the title(s), date(s), and # of attendees to each inmate education or training and the total (aggregate) number of inmates educational opportunities and total (unduplicated) inmates.

1.19 ACCREDITATION AND HEALTH CARE INSPECTIONS

Within sixty (60) days of the execution of the resulting Agreement, Provider shall establish a standard and quality of health care which meets or exceeds the standards required and obtain accreditation by the American Correctional Association (ACA), Florida Corrections Accreditation Commission (FCAC), and/ or National Commission on Correctional Health Care (NCCHC). Provider shall maintain an ACA and/or NCCHC accreditation for the Agreement period, provided that MSO meets its obligations for the same. Additionally, the Provider shall provide services in accordance with the Florida Model Jail Standards (FMJS) and Florida Correctional Accreditation Commission (FCAC) requirements.

1.20 SERVICE REVIEW

At a minimum of one time per month for the initial three-month period of the Agreement, the Provider shall meet with the COUNTY and with the MSO to review service implementation and management. As part of this three-month transition period, the Provider shall collaborate with COUNTY and MSO to develop written standard administrative practices for use by Provider.

Thereafter, Provider shall meet with the COUNTY and MSO designated representatives regarding contract management practices and procedures at a minimum of eleven (11) times per year. Provider shall make all agreed-upon changes to contract management procedures and practices resulting from these meetings.

1.21 MEDICAL RECORDS AND REPORTS

A. MEDICAL RECORDS

Upon termination of the resulting Agreement, all medical records produced by Provider under the resulting Agreement shall remain the property of the MSO and the COUNTY. As such, the COUNTY will provide Provider with access to such records as necessary for Provider to prepare for any litigation or anticipated litigation in connection with services rendered under the resulting Agreement. MSO shall dispose of medical records produced by Provider in accordance with Florida Statutes.

As it relates to medical records, Provider shall:

- (1) Maintain an electronic medical record for each inmate it provides medical care services.
- (2) Keep medical records at the respective jail facility or, by mutual agreement of the MSO and Provider, at a central location.
- (3) Maintain medical records in accordance with the requirements set forth in the resulting Agreement.
- (4) Keep medical records separate from the inmate's confinement record.
- (5) Make a complete copy, or summary, of the applicable medical record available to accompany any inmate transferred from the COUNTY jail facility to any other correctional facility.
- (6) Keep medical records confidential to the extent permitted by law, subject to the right of access by authorized staff of the COUNTY and MSO.
- (7) Restrict the right of access to medical records by any inmate or their legal representative to the requirements of law.
- (8) Only release medical record information in accordance with applicable law, including the Health Insurance Portability and Accountability Act (HIPAA) and order of the courts.

B. REPORTS

Provider shall submit monthly reports and other periodic reports as requested by the COUNTY, to the COUNTY and MSO designee(s) before the tenth (10th) day of each calendar month. All such reports provided to the COUNTY and MSO shall be provided without any additional charge, fee, or assessment to the COUNTY and MSO. Monthly

reports shall be submitted by the 10th of each month for the previous month's services and in a format determined by the COUNTY.

- (1) For daily reports, PROVIDER shall submit a report to the COUNTY prior to 11:00 a.m. that contains the following data:
 - (a) The previous day staffing roster;
 - (b) Transfers to off-site hospitals;
 - (c) Hospital admissions and discharges;
 - (d) A list of reported communicable diseases;
 - (e) Notification and number of "unusual occurrence" reports;
 - (f) Notification and number of completed medical grievance reports; and
 - (g) Notification of an inmate death(s) to claims@mymanatee.org

- (2) Monthly reports shall provide information to include, but not be limited to, the following:
 - (a) Details of the overall operation of the health care services in general to include analysis of service performance;
 - (b) Information regarding the health status of the inmates committed to the custody of the MSO;
 - (c) A review of inmate health care usage and the applicable costs;
 - (d) Inmate costs associated with off-site and specialty care including Diagnostic Related Group (DRG) codes;
 - (e) Continuous Quality Improvement reports;
 - (f) Third-party reimbursement efforts by Provider for the preceding month;
 - (g) Inmate deaths;
 - (h) Staff position hours (filled and unfilled);
 - (i) Monthly Pharmacy Management Report that, at a minimum, contains the following data:
 - i. a list of all medications distributed to inmates for consumption;
 - ii. cost of each type of medication consumed;
 - iii. balance of medication costs; and
 - iv. on-site pharmacy inspections.

- (3) Periodic reports to be submitted by Provider shall include, but are not limited to:
 - (a) A report to the COUNTY and MSO of grievances within five (5) days of the filing of the grievance by the inmate.

Provider shall cooperate with the COUNTY and MSO in submitting any reports and related documents required by any court, quasi-judicial agency, and state agency. For records requests from entities other than the COUNTY and MSO, Provider may access and collect costs in accordance with Chapter 119, State Statute, and the Florida Public Records Act.

1.22 SECURITY

A. SECURITY THREAT

MSO may deny a reasonable recommendation by Provider for health care services for an inmate(s) to include recommendations for inmate transfers if in its sole discretion,

it is determined granting the recommendation poses a security threat. In this event, Provider shall be released from professional liability for any damages resulting from such decision on the part of the MSO.

B. TRANSPORTATION SECURITY

MSO shall provide security in connection with the transportation of an inmate between an MSO jail facility and any other location for off-site medical services.

1.23 EQUIPMENT AND SUPPLIES

Within sixty (60) days of the execution of the resulting Agreement, Provider shall submit to the COUNTY and MSO a list of all medical equipment (Equipment List) designating if owned by the COUNTY or Provider. Provider shall update the Equipment List on an annual basis and provide an updated copy to the COUNTY and MSO. Provider, at its sole expense, shall maintain in good repair and in satisfactory operating condition all MSO owned medical equipment identified in Exhibit H, available to Provider for use in the provision of services.

All equipment owned and purchased by Provider for use at the MSO jail facility shall remain Provider's property upon termination of the resulting Agreement. All equipment owned and purchased by the COUNTY or MSO to be utilized by Provider at the MSO jail facility shall remain the property of the COUNTY or MSO. Provider shall return such County and MSO equipment to the County or MSO in its present condition, reasonable wear and tear accepted, upon termination of the resulting Agreement.

Provider shall provide all biomedical bags and waste sharps containers used by Provider or Provider's subcontractors.

1.24 CHANGES IN LAW AND STANDARDS

If any change in law, clinical standard of care, policy, guideline, or scope of service, materially and substantially impacts Provider's costs of providing health care services or results in the reduction of health care services, the Provider, COUNTY, and MSO shall, in good faith, negotiate on such additional or reduced compensation terms as a result of such change.

1.25 INMATE CARE UPON TERMINATION

Upon termination of the resulting Agreement, responsibility for providing health care services to all inmates, including inmates receiving health care services at facilities off-site, shall be assumed by the COUNTY and the MSO to the extent required by law. However, nothing herein is intended to lessen or eliminate any contractual or professional service liability of Provider to any inmate in need of medical care during the transition period or COUNTY and MSO obligation to reasonably compensate for such services

1.26 ETHICAL CONSIDERATIONS

Provider shall, in the provision of services under the resulting Agreement, conduct itself in accordance with all nationally recognized, applicable ethical standards governing the medical profession.

1.27 CREDIT FOR FAILURE TO PROVIDE MEDICAL SERVICES

In any instance where the COUNTY is required to provide medical services required to be performed by Provider, and which Provider has failed to perform, all costs incurred by the COUNTY to provide such services shall be credited by Provider to the COUNTY on Provider's next monthly invoice. Should the COUNTY determine that any medical services are not being performed, such that the COUNTY contemplates direct performance of services as set forth herein, COUNTY shall immediately give notice to Provider and allow Provider thirty (30) days to correct any deficiency. It is understood that certain deficiencies may require immediate correction for patient safety.

1.28 THIRD PARTY REIMBURSEMENT SOURCES

- A. During the intake and booking process, Provider shall seek and collect information concerning any third-party reimbursement sources that might be available to an inmate to cover services rendered outside the MSO jail facilities, including but not limited to any type of private medical insurance, Manatee County Indigent Care Program, Worker's Compensation, injury claim benefits, and/or other federal, state, or local health care benefits or programs. Likewise, to the extent that MSO is able to obtain any pertinent third-party reimbursement sources during the booking process, MSO shall provide this information to Provider.
- B. Provider shall provide the third-party reimbursement information it has collected to all off-site providers at the time an inmate is provided healthcare services by such off-site provider or is sent for off-site health care services.
- C. Provider shall not pay or bill an inmate for off-site services until it makes all reasonable attempts to collect payment from all known third-party sources. Such attempts do not require the filing of a legal action.

1.29 COUNTY'S RESPONSIBILITIES

- A. MSO shall provide Provider with such information, records, and reports that MSO has pertaining to any inmate that is necessary for Provider to adequately perform its obligations under the resulting Agreement.
- B. MSO shall provide security services sufficient to enable Provider and its personnel to safely provide the medical healthcare services at MSO jail facilities. The determination for the security plan for the MSO jail facilities is at the sole discretion of MSO.
- C. COUNTY will provide Provider with office space and facilities at the MSO jail facility, including water, sewer, garbage pickup, electric and local telephone services. Provider shall reimburse the COUNTY for all long-distance telephone calls and telephone-based services billed to any telephone lines assigned to Provider (e.g., language lines, internet, and fax).
- D. MSO shall maintain a separate agreement for biomedical waste disposal services for use by Provider at no additional charge.

- E. MSO shall provide the same services for all inmates in general population areas, high-security areas, or confined in the medical services area. These services include but are not limited to daily house cleaning services, dietary services, building maintenance services, personal hygiene supplies and services, and linen supplies.

**REVISED EXHIBIT B
FEE RATE SCHEDULE**

EFFECTIVE JANUARY 1, 2022 THROUGH JUNE 30, 2022

FEE FORM WITH OUTSIDE MEDICAL SERVICES (INCLUDING ER TRANSPORT) FULL RISK AND PHARMACY SERVICES MAJORITY RISK

DESCRIPTION	MONTHLY NOT-TO-EXCEED AMOUNT
Staffing (Salaries and Benefits)	\$316,546.95
Medical Supplies	\$5,908.19
Ancillary Services	\$10,797.72
Outside Medical Services (including ER Transport) (Full Risk)	\$158,333.33
Pharmacy Services (Full Risk excluding HEP-C and Blood Factor Medication)	\$54,500.00
Malpractice Insurance	\$9,295.20
Administrative Costs	\$29,235.21
Federal, State, and Local Taxes and Licenses	\$328.90
Monthly Total:	\$584,945.50

Excluding Outside Medical Services (including ER Transport) and Pharmacy Services (as defined below), the fees shall remain firm and fixed for the period of January 1, 2022 through June 30, 2022.

OUTSIDE MEDICAL SERVICES (INCLUDING ER TRANSPORT)

PROVIDER shall be solely financially responsible for all offsite expenditures for inmates who have been physically booked into the facility. For inmates who incur offsite expenses before being physically booked into the facility, PROVIDER understands the arresting agency shall be financially responsible for those services. COUNTY shall have no financial responsibility.

PHARMACY SERVICES

PROVIDER shall be solely financially responsible for all pharmaceutical expenditures other than blood factor and Hepatitis C medications. Supply of these medications shall be on an as-needed basis and billed to the COUNTY at PROVIDER's cost for 100% reimbursement payable to PROVIDER by the COUNTY.

Travel at the Request of the County

Travel, at the written request of the County, to be reimbursed in accordance with the limitations provided in Florida Statute Section 112.061 excluding travel in Manatee, Sarasota, Orange, Polk, Pinellas and Hillsborough Counties.

Additional Services at the Request of the County

At the request of the County, additional goods and services shall be negotiated on a fixed fee per deliverable basis and approved in writing by the County prior to the initiation of the services or purchase of goods.

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STAFFING MATRIX

Position Title	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	Hours	FTE	Hourly Rate
	DAY SHIFT									
Health Services Administrator	8.00	8.00	8.00	8.00	8.00			40	1.00	\$45.00
Medical Director	8.00	8.00	8.00	8.00	8.00			40	1.00	\$115.00
Advanced Registered Nurse Practitioner (ARNP)	8.00	8.00	8.00	8.00	8.00			40	1.00	\$50.00
Director of Nursing	8.00	8.00	8.00	8.00	8.00			40	1.00	\$38.00
Registered Nurse (RN) – Charge	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.10	\$32.00
RN – Booking / Intake	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.10	\$32.00
RN – Infirmary	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.10	\$32.00
Licensed Practical Nurse (LPN) – Medication / Sick Call	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168	4.20	\$21.00
LPN - Medication / Annex Facility	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.10	\$21.00
Medical Assistant / Phlebotomist / Lab Clerk	8.00	8.00	8.00	8.00	8.00			40	1.00	\$17.00
Medical Records Clerk	8.00	8.00	8.00	8.00	8.00			40	1.00	\$17.00
Administrative Assistant	8.00	8.00	8.00	8.00	8.00			40	1.00	\$23.00
Psychiatrist	4.00							4	0.10	\$155.00
Psychiatric ARNP	8.00	8.00	8.00	8.00	8.00			40	1.00	\$70.00
Licensed Mental Health Counselor (LMHC) / Licensed Clinical Social Worker (LCSW)	8.00	8.00	8.00	8.00	8.00	8.00	8.00	56	1.40	\$30.00
Mental Health Professional	8.00		8.00		8.00			24	0.60	\$30.00
Discharge Planner	8.00	8.00	8.00	8.00	8.00			40	1.00	\$27.00
Dentist					10.00			20	0.50	\$75.00
Dental Assistant					10.00			20	0.50	\$21.00
EVENING										
LPN - Medication Pass / Sick Call	24.00	24.00	24.00	24.00	24.00	24.00	24.00	168	4.20	\$21.00
NIGHT SHIFT										
RN - Intake	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84	2.10	\$32.00
RN - Infirmary	12.00	12.00	12.00	12.00	12.00	12.00	12	84	2.10	\$32.00
LPN - Infirmary / Med Pass / Sick Call	12.00	12.00	12.00	12.00	12.00	12.00	12	84	2.10	\$21.00
LPN - Medication / Annex Facility	12.00	12.00	12.00	12.00	12.00	12.00	12	84	2.10	\$21.00
									TOTAL FTE COUNT:	37.30