



April 21, 2026 - Regular Meeting

Subject

Draft County Administrator Contract

Category

REGULAR

Briefings

Briefing Provided Upon Request

Contact and/or Presenter Information

Pamela D'Agostino, County Attorney, x3750

Action Requested (See Page 2 of this Memorandum for Board Action)

Direction from the Board on edits to business terms for incorporation in proposed contract.

Enabling/Regulating Authority

Section 125.73, Florida Statutes, and Article II, Chapter 2-2 of the Manatee County Code of Ordinances

Applicable Advisory Board

Not applicable.

Background Discussion

On April 7, 2026, the Board discussed a proposed employment contract between the County and Mr. Bishop. Without taking a formal vote, the County Attorney was directed, by consensus, to make the following changes to the draft contract:

- revising termination without cause to require a vote of four (versus requiring a vote of five);
- revising compensation increases to be awarded by the Board (versus being automatic in an amount equal to the percentage increase received by Commissioners);
- adding a performance review component;
- creating a performance review form substantially similar to that used to evaluate the Executive Director of Seaport Manatee;
- revising the emergency pay provisions as directed by Commissioner McCann;
- revising the vacation leave accruals to be capped at 400 hours, consistent with other County employees (versus unlimited); and
- revising the vacation leave payout to be capped at 400 hours, consistent with other County employees (versus capped at 475 hours).

See attached Agenda Update Memo 3 , 4/15/26, and Update Memo 5 - 4/20/26

Attached to this agenda item are the following documents to assist the Board in considering this matter:

1. A redlined version of the draft contract containing all of the above changes;
2. A draft performance evaluation form;
3. The performance evaluation form used to evaluate the Executive Director of Seaport Manatee; and
4. The County's Emergency Operations and Pay Procedures.

The County Attorney is requesting further direction from the Board regarding this draft contract.

Attorney Review

Other (Requires explanation in field below) D'Agostino
This is a County Attorney's Office item.

Instructions to Board Records

None.

Cost and Funds Source Account Number and Name

Not applicable.

Amount and Frequency of Recurring Costs

Not applicable.

Motion:

A motion was made by Commissioner McCann, for the Manatee Board of County Commissioners to authorize the Chair/County Attorney to execute a formal amendment, Amendment 4, to the current employment agreement with the County Administrator, extending the term of the existing contract for six months under all current conditions and compensation level, and that we should teh County Administrator's Attorneys' fees up to \$3,000 for this because this is something that we are stopping the negotiation at this time, and we will let the next Board make the decision. The motion was seconded by Commissioner Kruse.

Sugggested Amendment

The County Attorney asked if Commissioner McCann would amend his motion to remove that she is executing the Amendment as it is usually executed by the Chair. Commissioners McCann and Kruse agreed to the amendment.

The motion as amended, carried 5-0, with Commissioner Bearden absent.



April 21, 2026 - Regular Meeting

Subject

Updates to Agenda - April 15, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/15/26) for the meeting of April 21, 2026:

ANNOUNCEMENTS

Generic Public Comments

- This agenda item was updated to include additional generic comments.

REGULAR

Attorney

Item 44, Draft County Administrator Contract

- This agenda item was added to the Agenda.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 37, Update on the Movement of the Dogs to the Bishop and Jail facilities

- This agenda item was updated with public comments.

Item 38, County Administrator Contract Renewal

- This agenda item was updated with public comments.

Item 39, Dismissal of Trespass Charges at Bishop Kennel Facility

- This agenda item was updated with public comment.

Item 42, Update on ONDCP White House Homeless Summit Update

- This agenda item was added to the Agenda.

Item 43, Letter of Agreement Authorizing Crime Stoppers of Manatee County, Inc.

- This agenda item was added to the Agenda.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

COUNTY ADMINISTRATOR EMPLOYMENT CONTRACT

This Employment Contract ("Contract") is made and entered into by and between Manatee County, a political subdivision of the State of Florida, hereinafter referred to as "County," and Charles Bishop, hereinafter referred to as the "Administrator."

WHEREAS, Florida Statutes § 125.73 and Manatee County Code § 2-2-22, as may hereafter be amended or renumbered, provide for the appointment, by contract, of a County Administrator by the Board of County Commissioners ("Board"); and

WHEREAS, the County and the Administrator entered an employment agreement, dated September 26, 2023, pursuant to which the Administrator serves as the County Administrator for County; and

WHEREAS, the County and the Administrator have subsequently amended the aforementioned employment agreement on multiple occasions; and

WHEREAS, the aforementioned employment agreement shall terminate on August 8, 2026; and

WHEREAS, the Board desires to continue to employ the services of Administrator as County Administrator; and

WHEREAS, the Administrator shall continue serving as County Administrator as provided herein, and shall receive all the benefits provided herein, effective as of the Effective Date, as defined below, for so long as he remains the County Administrator for the County.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties agree to the following terms and conditions:

SECTION I – DUTIES, POWERS, LIMITATIONS, AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. Duties and Powers. County employs the Administrator with the powers, duties, and responsibilities set forth and applicable by the laws of the State of Florida and the laws and policies of the County, including, but not limited to, the powers enumerated in Florida Statutes § 125.74 and Manatee County Code § 2-2-23 as the same may hereafter be amended or renumbered, and such other legally permissible and proper duties and functions as the Board shall from time to time assign.

B. Limitation on Authority. In accordance with Manatee County Code § 2-2-23 and Florida Statutes § 125.74 (k) & (l), the Board hereby imposes the following limitation upon

the above powers and duties conferred upon the Administrator:

1. The Administrator may select, employ, and supervise all personnel and fill all vacancies, positions, or employment under the jurisdiction of the Board. However, the employment of all deputy administrators and department heads requires confirmation by the Board.

C. Other Terms. The Board, in consultation with the Administrator, shall fix any such other terms and conditions of employment as it may determine from time to time relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Contract or applicable law. Notwithstanding the foregoing, the County's Personnel Policies & Procedures Manual, as adopted and revised from time to time by the Board, shall apply to the Administrator to the extent relevant and not in conflict with this Contract or general law.

SECTION II – TERM, TERMINATION AND RESIGNATION

A. Term. This Contract shall become effective when signed by both parties (Effective Date) and shall continue in effect until terminated by either party or by mutual agreement.

B. Termination.

1. This Contract will terminate upon the Administrator's death, resignation, or taking any step to apply or run for public office, including opening a campaign account, filing qualifying paperwork with a Supervisor of Elections, conducting a press conference or issuing a press release confirming candidacy; however, the Administrator shall give the County sixty (60) days' advance written notice of his intent to resign or apply or run for public office in accordance with this Contract. Should the Administrator fail to give the County sixty (60) days' advance written notice of his intent to resign or apply or run for public office, the Administrator shall not be entitled to receive from the County any lump sum severance or payment for unused vacation leave, compensatory time, sick leave or other leave.
2. Termination for Cause: This Contract and the employment of the Administrator may be terminated by the County for cause by an affirmative vote of not less than four (4) members of the Board at a duly noticed public meeting after thirty (30) days advance written notice is given to the Administrator, at which the Administrator has the opportunity to be present and participate. Cause shall mean the occurrence of any of the following:

- a. The Administrator has been convicted or adjudged guilty of a felony or

any serious misdemeanor involving the moral turpitude of the Administrator, or

- b. The Administrator is elected or appointed to a public office, or
- c. The Administrator is guilty of misconduct as defined in Section 443.036(29), Florida Statutes, or
- d. The Administrator fails or refuses to comply with a lawful directive of the Board, or
- e. A finding by the Florida Commission on Ethics that a violation has been committed.

If this Contract is terminated for cause as defined herein, the County shall not be obligated to pay and the Administrator shall not be entitled to receive any severance lump sum equal to twenty (20) weeks of his then current aggregate salary, but the County shall be obligated to pay Administrator for all unused vacation leave, compensatory time, sick leave, and all other accrued benefits as stated herein within thirty (30) days of the Administrator's last working day.

- 3. Termination without Cause: This Contract and the employment of the Administrator may be terminated by the County without cause by an affirmative vote of not less than ~~four (4)~~~~five (5)~~ members of the Board at a duly noticed public meeting after thirty (30) days advance written notice is given to the Administrator, at which the Administrator has the opportunity to be present and participate. In the event that the Administrator is terminated under this provision without cause, the County shall pay the Administrator a severance lump sum equal to twenty (20) weeks of his then current aggregate salary, together with all other benefits to which he is entitled upon termination, including payment for all unused vacation leave, compensatory time, sick leave and all other accrued benefits as stated herein, and any and all other benefits ordinarily paid to County employees upon termination within thirty (30) days of the Administrator's last working day.
- 4. Termination by Mutual Agreement. The parties may terminate this Contract on such other terms as they mutually agree in writing.

C. Resignation. Administrator may terminate this Contract at any time upon giving the County sixty (60) days' advance written notice. Should the Administrator fail to give the County sixty (60) days' advance written notice of his intent to resign, the Administrator shall not be entitled to receive from the County any lump sum severance or payment for

unused vacation leave, compensatory time, sick leave or other leave.

SECTION III – COMPENSATION

A. Base Salary, Compensation Increases and Annual Review.

1. The Administrator shall be paid a base annual salary of \$255,091.20, commencing on the Effective Date and payable in installments at the same time and in the same manner as applicable to regular full-time employees of the County.

~~2. The Administrator's base pay shall automatically be increased each October 1 in an amount equal to the percentage increase received by the Commissioners of the Board in accordance with Florida law; provided, however, that t~~The Administrator may ~~also~~ be awarded additional increases in compensation from time to time by vote of the Board in recognition of meritorious performance of his duties.

~~2.3. The Board will annually evaluate the Administrator's performance of his duties and responsibilities, including all performance, measures, goals, objectives established between the Board and the Administrator. The Administrator's evaluation will be conducted annually by the Board at a time not later than October of each year.~~

B. Automobile. The Administrator's duties require that he use his automobile from time to time during employment with the County in various matters and at unscheduled times. In lieu of providing him with the unrestricted use of an automobile, the Administrator shall have and receive an automobile allowance of \$500.00 per month, payable in a manner to be determined by the Clerk of the Circuit Court.

C. Emergency Pay. ~~Emergency compensation may be awarded to the Administrator, upon request and subject to approval by the Board, for work performed in connection with an impending or actual disaster, severe weather or similar county or region-wide emergency (Emergency Operations Period). If such compensation is approved, the Administrator may receive, in addition to his base salary, additional compensation at an hourly rate equivalent to his base salary for hours worked directly related to emergency preparation and/or recovery efforts in excess of work performed during any standard eight (8) hour workday. Any such compensation shall be limited to hours worked beyond one hundred and twenty (120) hours in the aggregate during a given calendar year. Any request to the Board for emergency compensation must include copies of all applicable daily activity reports (or other form approved by either the Florida Department of Emergency Management, the Federal Emergency Management Agency, or other~~

~~applicable entity expected to reimburse the County for employee labor costs during Emergency Operations Periods). In no event may the Administrator submit or otherwise cause to be submitted on the County's behalf any requests for reimbursement of the Administrator's labor costs unless approved by the Board and only provided the total emergency hours worked in a given calendar year exceeds one hundred and twenty (120) hours. In addition to his base salary, the Administrator shall be eligible to receive and shall be paid compensation during any periods of time when the Administrator has exercised his authority to suspend normal county government operations due to an impending or actual disaster, severe weather or similar county or region-wide emergency (Emergency Operations Period) as herein described and specifically authorized. During such Emergency Operations Period(s), the Administrator shall receive as additional compensation the equivalent of his hourly rate of pay for each such hour or portion thereof for work which he performs that is directly related to emergency preparation and/or recovery efforts and in excess of work performed during any standard eight (8) hour work day; provided, however that such additional compensation shall only be paid for hours worked in excess of one hundred twenty (120) hours in the aggregate during any given calendar year.~~

SECTION IV – BENEFITS

A. Cell Phone. County shall provide Administrator with a County-owned cell phone with email and texting capability for business use and shall pay all fees and costs for same. With the exception of sending and receiving emails from his County-issued email account, Administrator is prohibited from using any personal cell phone to conduct County business.

B. Professional Dues, Travel and Job-Related Expenses.

1. County shall, consistent with Manatee County Code § 2-2-5, pay reasonable professional dues and subscriptions of the Administrator that are necessary for his participation in national, regional, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement.
2. County shall pay the Administrator's out-of-county travel and per diem expenses while on County business or while attending functions as a representative of, or on behalf of, County, or for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the benefit of the County, in accordance with the schedule appearing in Florida Statutes § 112.061, or as otherwise provided by law.

C. Health Care Insurance. County shall make available all medical, vision, and dental

care coverage to the Administrator on the same basis as other regular full-time employees of the County.

D. Disability Insurance. County shall make available all disability insurance/coverage to the Administrator on the same basis as other regular full-time employees of the County.

E. Life Insurance. In addition to disability, health, and core life insurance herein agreed to or otherwise made available to the Administrator on the same basis as other regular full-time employees, the County shall pay the premiums for and otherwise provide to the Administrator a term life insurance policy in the amount of \$250,000, with said policy to remain in full force and effect as long as the Administrator is employed with the County.

F. Deferred Compensation. In addition to base salary paid by the County and as further incentive to retain the services of the Administrator, annually, the County shall pay to the Administrator's deferred compensation account maintained by the County's 457(b) Plan provider, an amount equal to the maximum annual contribution allowed under Section 457 of the Internal Revenue Code and shall include any amounts allowed as "catch up" payments, which sum shall be payable in equal pro rata installments each pay period.

G. Compensatory Time. Upon Contract Effective Date, the Administrator shall be immediately awarded 120 hours of compensatory time and starting January 1, 2027, shall be annually awarded 120 hours of compensatory time.

H. Pay in Lieu. For calendar year 2026, the Administrator is eligible to receive up to two hundred (200) hours of vacation leave payment, in lieu of taking said vacation. Starting January 1, 2027, the Administrator is eligible to receive up to one hundred and twenty (120) hours of vacation leave payment annually, in lieu of taking vacation.

I. Vacation Leave Payout Accruals. ~~The Administrator shall be permitted to accrue an unlimited number of unused vacation leave. Such unused vacation leave up to four hundred seventy-five (40075) hours shall be paid to the Administrator when he leaves the employment of the County, except as otherwise prohibited pursuant to this Contract.~~

J. Sick Leave Accruals. Upon termination of his employment for any reason, voluntary or involuntary, in addition to other benefits, the Administrator shall receive payment for fifty percent (50%) of his total accumulated unused sick leave.

K. Leave Balance Carryover. All accrued but unused leave balances credited to the Administrator prior to Effective Date of the Contract shall remain in said account(s) for the benefit of and use by the Administrator.

L. Other Benefits. County agrees to make available to Administrator such other

benefits as they now exist, and may be amended from time to time, which are provided for other regular full-time employees of the County. These benefits may include, but are not limited to, cafeteria plan options and contributions to the Florida Retirement System (FRS) in the Senior Management Class, as that class may be defined by FRS from time to time. Administrator shall be designated as a Senior Management Service Class position for purposes of FRS.

SECTION V – OUTSIDE EMPLOYMENT

A. Performance of Duties. Administrator agrees to devote his full working time to the performance of his duties and responsibilities under Section I and agrees not to engage in other employment or any contractual relationships for personal services during the term of this Contract without the written consent of the Board. The Board reserves the right to rescind any prior consent under this paragraph upon 30 days written notice to the Administrator.

B. Non-Profit Organizations. The Administrator shall not serve on the board of any non-profit organizations without the written consent of the Board.

SECTION VI – GENERAL PROVISIONS

A. Entire Agreement. This Contract shall constitute the entire agreement between the parties, except as it may be amended from time to time, and all such amendments must be in writing and signed by the parties. This Contract supersedes any prior agreement, written or oral, between the parties.

B. Severability. If any provision or portion of this Contract is held to be unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed to be severable, and shall remain in full force and effect, to the extent authorized by Florida law.

C. Notices. All written notices between the County and the Administrator referenced herein shall be hand delivered or sent postage prepaid by United States mail or commercial overnight delivery, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

For County: Manatee County Government
Board of County Commissioners
Attention: Chairperson
1112 Manatee Avenue West, 9th Floor
Post Office Box 1000

Bradenton, FL 34206-1000

With a copy to: Manatee County Government
Office of the County Attorney
Attention: County Attorney
1112 Manatee Avenue West, 9th Floor
Post Office Box 1000
Bradenton, FL 34206-1000

For Administrator: Manatee County Government
County Administration
Attention: Charles Bishop
1112 Manatee Avenue West, 9th Floor
Post Office Box 1000
Bradenton, FL 34206-1000

All notices associated with and related to this Contract shall be deemed effective on the date received.

D. No Third-Party Beneficiaries. The parties agree that this Contract has been entered for their sole and exclusive benefit and by so doing do not intend to benefit any third party.

E. Voluntary Contract. The Administrator acknowledges that his decision to enter into this Contract is made freely and voluntarily, and that he has had the benefit of independent legal counsel and the opportunity to obtain financial planning expertise.

F. Governing Law. This Contract shall be governed by and construed in accordance with laws of the State of Florida.

IN WITNESS WHEREOF, the Manatee County Board of County Commissioners has caused this Contract to be signed and executed on its behalf by its Chairperson, and fully attested by its Clerk, and the ADMINISTRATOR has executed this Contract, on the respective dates listed below.

County:

MANATEE COUNTY, a political subdivision
of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Administrator:
Charles Bishop

By: _____
Charles Bishop

Date: _____

MANATEE COUNTY GOVERNMENT
PERFORMANCE EVALUATION OF COUNTY ADMINISTRATOR

DEADLINE FOR SUBMISSION: October 1, _____

Please submit via email to cao@mymanatee.org.

Evaluator (Board Member) Name: _____

Instructions: This is an evaluation for the period of October 1, 202____ through September 30, 202____. Effective evaluation of job performance is an on-going process. The Manatee County Board of County Commissioners evaluates the County Administrator in seven primary categories. Please rate and comment on the performance of the County Administrator in each of the seven categories taking into consideration the description provided. Please be sure to sign this evaluation form at the conclusion of your review.

1. Relationship with Board of County Commissioners. Apprises Board members in a timely manner of developments, issues, needs, and operations at the County. Provides professional advice and alternatives, when needed. Responds to Board requests for information. Develops and explains alternatives. Acts impartially toward the Board. Reacts positively and constructively to appropriate criticism. Strives to maintain a harmonious relationship with the Board. Responds positively to Board directions.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

2. Budgeting, Financial Management and Regulatory Compliance. Directs and manages the preparation and submittal of annual operating budgets, capital budgets, and capital program. Supervises and administers all phases of the budgetary process. Monitors financial performance of the organization to ensure efficient and effective performance. Ensures prepared budget is responsive to the goals of the Board. Evaluates financial controls for regulatory compliance. Ensures compliance with Federal, State and local laws and regulations including applicable laws, ordinances, statutes, resolutions, administrative regulations, security regulations and emergency procedures, personnel laws and regulations, audit and financial management requirements, and Sunshine Law requirements.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

3. **Public Image and Community Relations.** Initiates and fosters a positive image of the Board and the County. Builds rapport with the community and the media through pro-active communications and development relationships. Communicates with business, civic and neighborhood organizations, and works to solve County-related issues as they arise with the affected parties. Strengthens working relationships with appointed and elected officials of other governmental entities. Consistently acts in a manner that is courteous and professional. Participates in speaking engagements to promote the operation, maintenance and image of the County. Represents the County to reflect the professionalism of the staff.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

4. **Strategic Planning and Goals.** Coordinates with the Board in establishing short and long-term objectives for the County. Develops challenging goals and objectives for his/her and staff that lead to the accomplishment of the objectives. Monitors, evaluates, and communicates the results to the Board on a regular basis.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

5. **Leadership.** Establishes his/her leadership in all areas of the organization. Sets an example for others to follow and earns respect and support of subordinates. Develops and implements sound personnel policies and procedures and fosters good morale. Treats all personnel fairly and without favoritism or discrimination. Delegates authority as appropriate and sets high standards for all personnel. Endeavors to maintain positive and cordial relationships with all employee groups and representatives. Takes overall responsibility for projects and obtaining and using resources. Participates in business and community organizations demonstrating leadership and knowledge that earns confidence in the ability of the County Administrator. Sets and adheres to highly efficient standards and behavior.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

6. **Job and Industry Knowledge.** Effectively applies a high degree of knowledge and expertise relating to the developments in services, functions, and operations of county governments and the implications for the County as a whole. Organizes the responsibilities of the County departments, reviews the administration and operation of the County, and demonstrates a wide breadth of knowledge in various areas including, but not limited to, public administration, budgeting, business, finance, government relations, public safety, purchasing, and personnel management.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

7. **Judgment and Decision Making.** Exercises sound judgment in determining those issues that should appropriately be submitted to the Board for consideration or approval. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain. Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

Additional Comments:

Board Member Signature

Date of Evaluation



Manatee County Administrative Procedures Manual

Emergency Operations and Pay Procedures

Procedure #: 24-201.002

Purpose

The purpose of this document is to establish a process to govern work expectations and compensation during periods of emergency operations for County employees designated as Non-Exempt and Exempt under the Fair Labor Standards Act (FLSA).

Definitions

The term “**Emergency Operations Period**” shall mean such periods of time when the County Administrator exercises his or her authority to suspend normal county government operations due to an impending or actual disaster, severe weather or similar County or region-wide emergency. The terms “Standby” and “On-Call” shall have the meanings provided in the Manatee County Personnel Policy.

Periods When Applicable

Except as otherwise authorized elsewhere in this document, the provisions of this document shall become applicable for employees at the beginning of any hour worked after the County Administrator or empowered designee hereinafter referred to as “Administrator,” has used his or her authority to declare an Emergency Operations Period to suspend the normal operations of the County, either due to the imminent dangerous impact of a hurricane within Manatee County, or for such other emergency of a significant impact as the Administrator deems necessary, whether the Board of County Commissioners has declared an emergency or not. There are two possible levels of activation during an Emergency Operations Period, Tier 1, and Tier 2.

Except as otherwise authorized elsewhere in this document, the provisions of this document will cease to apply for employees at the beginning of any work hour after the Administrator orders normal operations of the County to resume.

The Administrator will provide confirmation to the Clerk of the Circuit Court’s Payroll Division (hereinafter referred to as “Clerk”), either contemporaneously or as soon as is reasonable, of the emergency operations period suspension and normal operations resumption orders, so the Clerk may properly process the compensation of employees outlined in this document.

Continuity of Operations Plan (COOP)

Each department is charged with establishing and maintaining an ongoing Continuity of Operations Plan to provide uniform policy guidance to support mission essential functions of the County during an emergency of any type that may disrupt normal operations. The COOP is designed to provide policy guidance to prepare for, respond to, recover from, and mitigate the emergency and to ensure the continuation of critical services in an environment that is threatened, diminished, or incapacitated with the result being a return to normal operating conditions. Each COOP identifies, among other things, mission essential functions and essential personnel.

Thus, all Manatee County employees are responsible for knowing and understanding their COOP-assigned disaster relief role(s) and be ready and available to respond during designated emergency events. To facilitate the County's readiness to respond to emergency events, employees are required to keep their contact information up to date with their respective department COOP coordinator.

Pay Codes

The Human Resources Department is authorized to work with the Clerk to develop any needed pay codes not already designed to cover the compensation levels provided for herein.

Compensations During Emergency Operations Periods:

When the Emergency Operations Center (EOC) is activated due to an event and is given a "emergency account key," all employees who perform work related to the event, will use that emergency account key to report emergency-related work performed on those activities as instructed by their leadership.

During a Tier 1 activation level any employee performing emergency related duties during the Emergency Operations Period, specified by the County Administrator, should record their hours worked to the emergency key and log duties performed on the appropriate forms.

A Tier 2 activation level is an extended period of emergency operations defined by the County Administrator. During a Tier 2 activation, each Department Director will provide a list of employees who will be performing duties directly related to emergency response, to the County Administrator for approval. This list shall include the employees' names and county ID numbers, position title and duties to be performed. All employees approved for emergency work should record their related hours worked to the emergency key and log duties performed on the appropriate forms.

Procedure

Exempt or Contracted Employees Ordered to Work Emergency-Related Duties:

For all employees in positions classified as FLSA exempt or as permitted by contract, such employees will receive no additional compensation when they perform work during their normally scheduled work shift (which unless otherwise indicated shall be an 8-hour workday

from 8 a.m. to 5 p.m., Monday through Friday). To the extent an exempt employee, is required to perform duties during an Emergency Operations Period and such duties must be performed outside of their normally- scheduled work shift, such employees shall receive as additional compensation the equivalent of their hourly rate of pay for each such hour thereof they are required to perform work during any Emergency Operations Period.

For all employees in positions classified as FLSA exempt, such employees may, as deemed necessary and authorized by the Administrator, receive additional compensation equivalent to their hourly rate of pay for each such hour thereof when they perform duties that are directly related to emergency preparation and recovery efforts outside the Emergency Operations Period and outside their normally scheduled work shift (which unless otherwise indicated shall be an 8-hour workday from 8 a.m. to 5 p.m., Monday through Friday).

- **Time & Attendance System Hour Code: Exempt Emergency Worked 3013**

Exempt Employees Not Required to Work:

Nothing herein, shall be interpreted as reducing the normal salary compensation of any FLSA exempt employee during any Emergency Operations Period that is less than one work week. Should the Emergency Operations Period last one work week or longer, then FLSA exempt employees would only be required to use their available vacation and/or personal holiday to accommodate the otherwise unpaid work week if all the requirements below are met:

- No Emergency-Related Work is available during an entire work week.
- Regular job duties are not available for an employee working remote during an entire work week.

FLSA exempt employees may not use non-FMLA sick leave for such periods unless they demonstrate to their department director's or County Administrator's satisfaction that they were indeed medically unable to perform their duties during the period in question.

- **Time & Attendance System Hour Code (for less than one work week): Regular**

****Exempt employees who were previously scheduled or on vacation during the Emergency Operations Period should submit a time off request and record the time off as Vacation or Personal Holiday.***

Deputy County Administrators/Department Directors/Contracted Employees:

To the extent Deputy County Administrators, Department Directors, and contracted employees (as allowed per contract) who are required to perform duties during an Emergency Operations Period and such duties must be performed outside of their normally scheduled work shift, such employees shall receive as additional compensation the equivalent of their hourly rate of pay for each such hour or portion thereof. This compensation is subject to County Administrator's approval and must provide a detailed narrative of work performed.

- **Time & Attendance System Hour Code: Exempt Emergency Worked 3013**

(for hours beyond regular scheduled workday)

Non-Exempt Employees Ordered to Work:

For all employees in positions classified as FLSA non-exempt (hourly/overtime-eligible), such employees shall receive 1.5 times their regular hourly rate of pay (this number may vary for job classifications covered by a collective bargaining agreement) for any hours worked during any Emergency Operations Period. Break and sleep time shall be compensated in accordance with applicable FLSA regulations, as determined by Human Resources. The pay for hours worked in an Emergency Operations Period shall be subject to further overtime consideration. Hours are subject to Premium Pay Differential (PPD), if applicable (i.e., pay classes 503, 300 and 803 for OPS and Regular FLSA non-exempt employees and pay classes 324, 524 and 924 for OPS and Regular and EMS 12-hour shift employees).

- **Time & Attendance System Hour Code: Emergency Worked 3012**
- **Time & Attendance System Hour Code for EMS 12 Hour, 24/48 Hour & ECC Telecommunicators: Extreme Emergency Worked 3050**

Non-Exempt Employees Ordered to Stand-By:

For all FLSA non-exempt employees not required to report to work during an Emergency Operations Period, but who are ordered by their department director to remain on stand-by, shall be compensated at the normal rates established in the Manatee County Personnel Policy for stand-by or on-call pay.

- **Time & Attendance System Hour Code: Stand by**

Non-Exempt Employees Not Required to Report:

FLSA non-exempt employees who are not required to work in any capacity during an Emergency Operations Period must not report for duty during such period and shall not be compensated for any time off during such period, nor for times when the employee self-reports without any authorization. However, such employees may, at their discretion, use any available vacation, personal holiday, or compensatory leave to accommodate otherwise unpaid periods. Employees may not use non-FMLA sick leave for such periods unless they demonstrate to their department director's satisfaction that they were indeed medically unable to perform their duties during the period in question.

- **Time & Attendance Hour Code: Vacation, Comp Time Used, or Personal Holiday for scheduled hours.**

Documentation:

Employees will be required to document and report all hours worked during an Emergency Operations Period in accordance with established payroll practices, procedures, and regulations.

Holidays:

In the event a County holiday falls on a day where the County is closed due to an Emergency Operations Period, compensation of the holiday for employees not required to report for duty shall be as provided for in Manatee County Government Holiday Pay Procedures concerning holiday compensation. Employees required to work on a holiday during an Emergency Operations Period shall be compensated as provided for in Manatee County Government Holiday Pay Procedures (i.e., Non-Exempt and EMS: Holiday pay for the day plus Weather/Emergency Worked for hours worked on the holiday, Exempt: Holiday pay for the day plus Emergency Worked for hours worked on the holiday).

- **Time & Attendance System Hour Code for FLSA Exempt: Exempt Emergency Worked 3013 (for hours beyond regular scheduled workday)**
- **Time & Attendance System Hour Code for FLSA Non-Exempt: Emergency Worked 3012**
- **Time & Attendance System Hour Code for EMS 12 Hour, 24/48 Hour & ECC Telecommunicators: Extreme Emergency Worked 3050**

Interpretation and Authorization:

Department directors are authorized to review and approve or deny time and attendance submissions by employees for Emergency Operations Period work performed. The Human Resources Director is authorized to provide a binding interpretation of any provision of this document.

Reporting Duties

Employees with Pre-Approved Leave:

All employees with approved leave requests for the Emergency Operations Period, regardless of category, are subject to having such leave cancelled and to being recalled to duty during any Emergency Operations Period. Department directors shall make every effort to accommodate pressing conditions and ill employees when determining which employees to call back from leave. Notwithstanding the foregoing, employees who cannot report for duty due to a certified FMLA condition shall not be called back to duty during an Emergency Operations Period.

Temporary (OPS) Employees:

Temporary employees may also be expected to report for duty in anticipation of, during, and immediately after an Emergency Operations Period as requested by supervisory or management staff. Temporary (OPS) employees will be paid for actual hours worked in accordance with the pay procedures established by this document.

Employees Seeking Shelter:

Employees who report to or are confined to a County evacuation facility but who are not otherwise required to report for duty shall not be compensated for the time spent on the premises.

Return to Normal Conditions:

Employees are required to monitor local media and their phone messages and shall return to work when notified that the Emergency Operations Period has ceased, and the County's normal operations have resumed. The County will use internal communications systems (telephone, MCG channel, mymanatee.org, etc.) and external media such as television, radio, etc., to announce that normal operations will resume.

If an employee notifies his or her director, upon resumption of normal operations, that the disaster, severe weather or similar County or region-wide emergency has created a personal circumstance which prevents the employee from returning to duty or which creates an extreme hardship were the employee to return prior to addressing the circumstance, the director will give every reasonable opportunity to allow the employee to take additional available leave where possible.

Means of Communication:

The Human Resources Department will coordinate and communicate announcements from County Administration to all employees, along with work assignment availability/unmet needs for staffing via **UKG Advanced Scheduler** while activated in an Emergency Operations Period.

The system allows employees to receive messages via email to see shift availability and self-schedule for work assignments. This system will only be used pertaining to emergency activations for COOP related communications. Not all employees will have the availability of work. If they are willing and able to work, they will sign into the system and explore the opportunities and self-schedule.

Failure to Report for Duty When Assigned:

Any employee that has volunteered or been required to report for duty during an Emergency Operations Period who fails or refuses to report and/or perform duties as directed will be subject to termination from employment. Failure to monitor on-call or stand-by phone numbers and respond to calls will constitute a failure to report. The only exception to this policy will be for employees physically or medically unable to report or perform as ordered, or where the employee is on pre-authorized FMLA leave during the Emergency Operations Period.

For non-FMLA medical conditions, the County will require after the fact medical verification of medical conditions and reserves the right to require second opinion examinations. Employees claiming a physical inability to report when required are not permitted to cite a mere fear of travel during the Emergency Operations Period, or a general concern for not staying with family. Employees, particularly those designated by their departments as being critical responders during Emergency Operations Periods, have a responsibility to plan ahead for the safety and welfare of their families and the securing of their property so that they will have the ability to report when called. Only extraordinary incidents of inability to report wholly beyond the employee's ability to control will be excused.

Mutual Aid Provisions:

In those circumstances where the Administrator or designee, has decided to provide staffing assistance to another jurisdiction outside Manatee County because of an emergency or disaster in that jurisdiction, the following provisions apply:

Mission Number and Emergency Account Key are assigned by the Clerk and given to

Emergency Management. Emergency Management notifies Human Resources to designate the Emergency date(s) in the Time and Attendance system calendar. Mutual Aid Team members are assigned and sent to prepare and perform the mutual aid.

Mutual Aid Travel Time:

Time spent traveling for Non-Exempt and EMS employees from Manatee County (home or County facility, as designated by the department) to point of destination (and return to Manatee County designated location), shall be paid as regular hours worked regardless of the time-of-day travel occurs, and is subject to overtime consideration.

Time spent traveling for Exempt employees from Manatee County (home or County facility, as designated by the department) to point of destination is compensable only when it occurs during regular working hours during the regularly scheduled workweek.

Mutual Aid Worked Hours:

For Non-Exempt employees, hours worked, including brief breaks but not lunch hours, shall be paid at 1.5 (2.0 for EMS 24/48) times the regular hourly rate. The pay for hours worked shall be subject to further overtime consideration. Hours are subject to Premium Pay Differential (PPD), if applicable (i.e., pay classes 503, 300 and 803 for OPS and Regular FLSA non-exempt employees and pay classes 324, 524 and 924 for OPS and Regular and EMS 12- hour shift employees).

- **Time & Attendance System Hour Code for Non-Exempt: Emergency Worked 3012**
- **Time & Attendance System Hour Code for EMS 12 Hour, 24/48 Hour & ECC Telecommunicators: Extreme Emergency Worked 3050**

For FLSA Exempt employees, hours actually worked above and beyond their normally scheduled work shift (which unless otherwise indicated shall be an 8-hour workday from 8 a.m. to 5 p.m., Monday through Friday) may receive additional compensation equivalent to their hourly rate of pay (straight time), but not other overtime considerations.

- **Time & Attendance System Hour Code: Exempt Emergency Worked 3013 (for hours beyond regular scheduled workday)**

Each mutual aid assignment will be unique in nature and thus rest periods, equipment access and authorized uses, task assignments, and other working conditions will vary and will be determined by the relevant department director on a case-by-case basis. However, notwithstanding any other provisions in this document, no Manatee County employee shall perform compensable work while on a mutual aid assignment for more than 16 contiguous hours at a time without then taking a minimum 8-hour sleep/rest period.

On-site supervision must ensure that all staff are permitted and required to get sufficient sleep to avoid endangering their safety or the safety of others due to fatigue. Sleeping periods do not need to be at night. Supervision must also ensure that adequate detailed records are generated and maintained to substantiate wage claims of staff on such out-of-County assignments. Furthermore, no County employee shall be required by a managing agent of any jurisdiction receiving mutual aid to perform any duty, task or function which would constitute a violation of law or an unreasonable risk of death or serious injury to the employee or others.

Any director who has staff persons assigned to provide mutual aid to another jurisdiction

outside of Manatee County shall appoint an employee as the "lead" employee of the assigned crew.

The lead employee shall have the responsibility of communicating the scope of the County's aid to the jurisdiction's managing authorities, including the work and sleep times noted in this document, and any other department or assignment-specific instructions provided by the director. No employee may be given or accept an out-of-County assignment under this section unless he/she has been provided a written copy of these provisions and has agreed to work under them.

Originator, Title, and Department Name

Kate Barnett, Director – Human Resources

Authorization

Charlie Bishop, County Administrator

History

05/27/2009 Formerly “Administrative Process Governing Work Assignments and Compensation for Manatee County Government Employees During Emergency Operations Period”.

07/26/2013 “Emergency Operations and Pay Procedures” issued.

09/07/2017 Amended

08/17/2019 Amended

07/31/2020 Amended

05/23/2024 Amended

Forms

None

Related Directive

[R-15-176](#)

Issued and Sunset Dates

Issue Date: 06/14/2024

Sunset Date: 06/03/2026

**MANATEE COUNTY PORT AUTHORITY
PERFORMANCE EVALUATION OF CARLOS BUQUERAS, EXECUTIVE DIRECTOR**

DEADLINE FOR SUBMISSION: Monday, September 29, 2025

Please submit via email to Jennifer at jcowan@bmolaw.com.

Evaluator (Port Authority Member) Name: _____

Instructions:

This is an evaluation for the period of October 1, 2024 through September 30, 2025. Effective evaluation of job performance is an on-going process. The Manatee County Port Authority evaluates the Executive Director in eight primary categories. Please rate and comment on the performance of the Executive Director in each of the eight categories taking into consideration the description provided. **Please be sure to sign this evaluation form at the conclusion of your review.**

1) Business Development

Endeavors to promote and encourage waterborne commerce and maximize business revenues of Port assets. Proposes viable and researched alternatives and business propositions to the Authority. Oversees the management of Authority assets exercising sound business principles and develops infrastructure priorities taking into consideration fiscal concerns.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

2) Relationship with Authority

Apprises Authority members in a timely manner of developments, issues, needs, and operations at the Port. Provides professional advice and alternatives, when needed. Responds to Authority requests for information. Develops and explains alternatives. Acts impartially toward the Authority. Reacts positively and constructively to appropriate criticism. Strives to maintain a harmonious relationship with the Authority. Responds positively to Authority directions.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

3) Financial Management and Regulatory Compliance

Directs and manages staff and advisors to ensure Authority funds are invested and expended in accordance with policy. Monitors financial performance of the organization to ensure efficient and effective performance. Ensures prepared budget is responsive to the goals of the Authority. Evaluates financial controls for regulatory compliance. Ensures Port compliance with Federal, State and local laws and regulations including applicable laws, ordinances, statutes, resolutions, administrative regulations,

security regulations and emergency procedures, personnel laws and regulations, audit and financial management requirements, and Sunshine Law requirements.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

4) Public Image and Community Relations

Initiates and fosters a positive image of the Authority and the Port. Builds rapport with the community and the media through pro-active communications and development relationships. Communicates with business, civic and neighborhood organizations, and works to solve Port-related issues as they arise with the affected parties. Strengthens working relationships with appointed and elected officials of other governmental entities. Consistently acts in a manner that is courteous and professional. Participates in speaking engagements to promote the operation, maintenance and image of the Port. Represents the Authority with Port-related organizations to reflect the professionalism of the staff.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

5) Strategic Planning and Goals

Coordinates with the Authority in establishing short and long-term objectives for the Authority. Develops challenging goals and objectives for his/her and staff that lead to the accomplishment of the objectives. Monitors, evaluates, and communicates the results to the Authority on a regular basis.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

6) Leadership

Establishes his/her leadership in all areas of the organization. Sets an example for others to follow and earns respect and support of subordinates. Develops and implements sound personnel policies and procedures and fosters good morale. Treats all personnel fairly and without favoritism or discrimination. Delegates authority as appropriate and sets high standards for all personnel. Endeavors to maintain positive and cordial relationships with all employee groups and representatives. Takes overall responsibility for projects and obtaining and using resources. Participates in business and community organizations demonstrating leadership and knowledge that earns confidence in the ability of the Executive Director. Sets and adheres to highly efficient standards and behavior.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

7) Job and Industry Knowledge

Effectively applies a high degree of knowledge and expertise relating to the developments in the waterborne commerce industry and the implications for the Port as a whole. Organizes the responsibilities of the Authority departments, reviews the administration and operation of the Port, and demonstrates a wide breadth of knowledge in various areas including, finance, legal matters, leasing and business development, regulatory affairs, facility maintenance, budgeting and legislative affairs.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

8) Judgment and Decision Making

Exercises sound judgment in determining those issues that should appropriately be submitted to the Authority for consideration or approval. Makes logical decisions based on a thorough review of available information and soliciting input from appropriate sources but is also able to effectively make decisions rapidly in situations where information is limited and the outcome might be uncertain. Assumes command of tasks presenting difficult or unusual circumstances and effectively assumes charge of field situations or incidents when necessary. Able to discern when it is necessary to assume charge of situations that would normally be handled by a subordinate and when it is necessary to only provide guidance and support.

Outstanding _____ Meets Standards _____ Needs Improvement _____

Comments: _____

DATE of Evaluation: _____

Additional Comments:

Port Authority Member Signature



April 21, 2026 - Regular Meeting

Subject

Updates to Agenda - April 20, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/20/26) for the meeting of April 21, 2026:

REGULAR

Attorney

Item 44, Draft County Administrator Contract

- This agenda item was updated with public comments.

Government Relations

Item 33, Update of progress on Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant and Lasting Manatee Program, Robert Burke, Business Services Manager, and Edrick Sweeting, Grant Supervisor

- This agenda updated to reflect presenters as Robert Burke, Business Services Manager, and Odugo Ohizu, Communications Coordinator - CDBG-DR.

REPORTS

Development Services

Item 36, Report on Environmental Compliance Field Solutions - follow up to Agenda Item #50 on April 7, 2026, Nicole Knapp, Development Services Director, and Charlie Hunsicker, Natural Resources Director - District 1

- This agenda item was updated with a public comment.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 37, Update on the Movement of the Dogs to the Bishop and Jail facilities

- This agenda item was updated with public comments.

Item 38, County Administrator Contract Renewal

- This agenda item was updated with public comments.

Item 39, Dismissal of Trespass Charges at Bishop Kennel Facility

- This agenda item was updated with public comments.

Item 43, Letter of Agreement Authorizing Crime Stoppers of Manatee County, Inc.

- This agenda item was updated with a Letter of Support from Ed Brodsky, State Attorney, 12th Judicial Circuit.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A



April 21, 2026 - Regular Meeting

Subject

Updates to Agenda - April 15, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/15/26) for the meeting of April 21, 2026:

ANNOUNCEMENTS

Generic Public Comments

- This agenda item was updated to include additional generic comments.

REGULAR

Attorney

Item 44, Draft County Administrator Contract

- This agenda item was added to the Agenda.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 37, Update on the Movement of the Dogs to the Bishop and Jail facilities

- This agenda item was updated with public comments.

Item 38, County Administrator Contract Renewal

- This agenda item was updated with public comments.

Item 39, Dismissal of Trespass Charges at Bishop Kennel Facility

- This agenda item was updated with public comment.

Item 42, Update on ONDCP White House Homeless Summit Update

- This agenda item was added to the Agenda.

Item 43, Letter of Agreement Authorizing Crime Stoppers of Manatee County, Inc.

- This agenda item was added to the Agenda.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

PUBLIC COMMENTS – COUNTY ADMINISTRATOR CONTRACT RENEWAL

From: DD <davidd4300@gmail.com>

Sent: Monday, April 13, 2026 5:47 PM

To: Tal Siddique <Tal@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>

Subject: CHARLIE BISHOP HISTORY OF NON COMPLIANCE with county public record policy

It is long, I know. But it is a factual documentation of Mr Bishop's history of non compliance with county policy and public records law.

At last Tuesday's BoCC meeting, in response to public concern about Charlie Bishop's history of public records violations, Board Chair Tal Siddique told us don't worry, he (Tal) solved the problem by putting compliance language in Mr. Bishop's new contract. I literally laughed out loud.

This detailed post will document the following:

In 2022, Mr. Bishop was named in a public records lawsuit that the county lost - and yet Bishop continued to violate the law by using only his personal phone to conduct county business.

In their answer to that lawsuit, County attorneys told the court that Mr. Bishop would no longer use his personal phone to conduct county business - and yet Bishop continued to violate the law by using only his personal phone to conduct county business.

In October 2023, after Bishop was named Administrator, the county introduced and implemented an official county policy prohibiting all employees from using their personal phones for county business - and yet Bishop continued to violate the law by using only his personal phone to conduct county business.

At least since 2021, the County attorney has presented a detailed, 195 page Government in the Sunshine training webinar to elected and high level county officials - and yet Bishop continued to violate the law by using only his personal phone to conduct county business.

On September 17, 2024, Judge D. Ryan Felix entered a Final Judgement against Manatee County that, among other things, ordered taxpayers to pay the plaintiff's legal fees and mandated the use of county-issued phones with text-capturing software.

Yet, apparently, a court order isn't enough so that Commissioner Siddique is forced to try a new strategy to get Mr Bishop to follow the law. Come to think of it, the

commissioner may be right. Mr. Bishop obviously doesn't care about transparency and following the law when taxpayers are on the hook for his actions. Maybe docking his pay may finally be the trick.

What a disgrace - that we have to put it in his contract that following the law is part of his job.

CHARLIE BISHOPS HISTORY OF DISDAIN FOR PUBLIC RECORDS LAW

- 1.
- 2.
3. PLAINTIFF'S COMPLAINT AND COUNTY RESPONSE IN COURT CASE 2022-CA-3276
- 4.

On 8-9-2022, Michael Barfield and The Florida Center for Government Accountability (FCFGA) filed a complaint (lawsuit) against Manatee County for failing to provide public record text messages created on the personal phones of Scott Hopes, Charlie Bishop and Robert Reinshuttle. (This post will discuss just Mr. Bishop.)

Link to original complaint:

<https://drive.google.com/file/d/1LgD5yxL0iayJ0dOpWMhVVK9jkX7WKB7Q/view?usp=sharing>

The complaint reads on page 6 : "...on June 23, 2022, Plaintiff (Barfield) made a third records request seeking...All texts sent to or from Charlie Bishop between January 2, 2022, through June 23, 2022, including on any personal, nongovernmental account."

The next few pages of the complaint go through the repeated attempts of Mr. Barfield to gain compliance and the county's delays and excuses for not providing the records. Then from page 8 of the complaint::

"To date, the COUNTY has been unable to fully comply with the record requests ... The COUNTY has failed to perform mandatory duties under the Public Record Act by providing Plaintiff with public records made or received pursuant to law or in connection with the transaction of official business"

On 8-25-2022, County attorney Doug Polk filed the county response.

Link to County response to complaint:

https://drive.google.com/file/d/1Ac5s3FgUKidRMm6Gk9MSMg_H0B2NI6wq/view?usp=sharing

The county position admitted they were not previously in compliance, but that corrective steps had been taken so that going forward, Mr. Bishop would comply with the law.

From page 5 of the county response, starting in paragraph 15:

“Manatee County acknowledges that the records requested were not timely produced because of the County's current information technology limitations...Manatee County is, and since March 1, 2022, has been in the process of upgrading its ability to capture and archive texts as set forth in the above timeline”... “The County is in final contract negotiations with an archiving service that will archive all future texts from County issued phones and anticipates completing the contract within the next 30 days. Manatee County is in the process of acquiring new phones for County staff... and anticipates that process to be completed by the end of 2022.”

Specifically related to Mr. Bishop, on pg 3 paragraph 11, the county attorney tells the court that Mr. Bishop had been issued a county-own cell phone but that: “Charlie Bishop did not use his County issued phone until after June 23, 2022.”

Remember, Mr. Barfield had requested texts from Jan 1 - June 22, 2022, so of course, Bishop just happened to start using his county issued phone on June 23.

The truth is, as will be documented in this post, Mr. Bishop continued to use only his personal phone to conduct county business - even after he became County Administrator on Sept 12, 2023. (He became acting admin on August 3, 2023)

- 2.
- 3.
4. OFFICIAL COUNTY POLICY PROHIBITING THE USE OF PERSONAL DEVICES
- 5.

The record in court case 2022-CA-3276 includes the under-oath depositions of county technology specialist Ron Hardy and former Records Dept. Manager Debbie Scaccianoce. In those depositions we learn that in October, 2023, the county established a new county-wide policy that prohibited the use of personal phones for county business.

Here is a link to a screenshot of county IT specialist Ron Hardy's deposition, pgs 19-20, confirming county policy prohibiting personal phones for county business:

<https://drive.google.com/file/d/1fnjCNmJKqeoIDhBqCc5LKKpTD29ZTE-/view?usp=sharing>

And near the end of former Records Mgr Scaccianoce's deposition, county attorney Doug Polk, in cross examination, informs Scaccianoce about the new county policy that prohibits all county employees from using personal phones for county business.

Link to screenshot of pg 78, Scaccianoce Deposition:

<https://drive.google.com/file/d/1N2URMx-WfFUJE6oLyem5EKSbCveU4j5a/view?usp=sharing>

- 3.

- 4.
5. MANATEE COUNTY TRAINING WEBINAR: GOVERNMENT IN THE SUNSHINE
- 6.

At least since 2021, the county attorney has trained top county officials on the requirements of the Public Records law. Here is a Link to County Training webinar on Government in the Sunshine:

<https://drive.google.com/file/d/1msxh5gvLs6ADU2C4RPcyaHbsmOdLwO17/view?usp=sharing>

Specifically, the training warns repeatedly against the use of personal devices. For example, page 126 warns: "Don't use private accounts to engage with constituents on matters that are county business" https://drive.google.com/file/d/1oYcVfo61QU-PSZMgiHNpM7dSsz_kAm-y/view?usp=sharing

More warnings on Pg130: "Don't use personal accounts to post government information;" and "Don't use private accounts to engage...on matters that are county/public business" and "Make a clear distinction between official, campaign, and private accounts"
<https://drive.google.com/file/d/1Bzo7lg4VhuzjhcZ0JG15ml0kDnGvDk1g/view?usp=sharing>

From Pg 39: "Public Records can include electronic communication like email, IM, Facebook posts, Snapchat, Twitter and text messages."
<https://drive.google.com/file/d/1DRroG72zA6NHZt5Yu9QkDdwYIOYtQNRN/view?usp=sharing>

Pg 70: "Destruction and Disposal of Electronic Records may only occur in accordance with rules of the Department of State's Division of Library and Information Services."
https://drive.google.com/file/d/14OubN763yvSnFVx1FSIqPYab1SlaDu_y/view?usp=sharing

Pg 72: lays out the civil and criminal penalties for violating the Public Records Act. Civil penalty is up to a \$500 fine. Criminal penalty for knowingly violating is up to 1 year imprisonment and \$1000 fine.
<https://drive.google.com/file/d/1eUtk9aF-KYhdUqpMW8xh0w4D0siTp8Xy/view?usp=sharing>

From pg 47: "If an individual uses a private email account (or other social media platform) to conduct public business, he or she becomes personally responsible for complying with the Public Records Law."
https://drive.google.com/file/d/15fmDPql_7aWn6EO0tRpfEdLVAWzFChN-/view?usp=sharing

On pg 134: A discussion of a 2009 City of Venice court case involving the use of private email and text messages. The slide points out the lawsuit cost Venice taxpayers close to \$1million in legal fees.

https://drive.google.com/file/d/1n91OdNoGDGNF6sXkoljn19odnS2V_9Se/view?usp=sharing

From pg 136: A discussion of a related 2018 City of Venice court case involving deletion of public record text messages. This case cost Venice taxpayers \$45,000 in legal fees.

https://drive.google.com/file/d/1naXqC9jsxp4_R4BP8Q54ngbYj4OWH_Y2/view?usp=sharing

4.

5.

6. TO RECAP WHAT THE RECORD SHOWS

7.

-
-
- Charlie Bishop was given a county cell phone prior to June 23, 2022 (records will show
- it was on June 14, 2022)
-
-
-
- On August 25, 2022, county attorney Doug Polk told the court that Mr. Bishop started
- using only his county-issued phone for official business starting on June 23, 2022.
-
-
-
- In October, 2023, after Bishop became the Administrator, the county announced an official
- county-wide policy prohibiting county employees from using personal phones for official business
-
-
-
- As far back as 2021, The County has formally trained and advised high level and elected
- officials against the use of any personal accounts or devices to conduct county business.
-

- 5.
- 6.
7. RECORDS THAT CONFIRM BISHOP'S NON COMPLIANCE - Request #35314 and 35309.
- 8.

On Feb 16, 2024, I submitted record request 35314 for "all text records from Mr. Bishop's county-issued cell for period January 15 - 19, 2024." (I chose a short period of time to avoid fees)

The County records dept responded: "There are no responsive records..."
https://docs.google.com/document/d/11KTXyZL0dgo5XODJl67C4X_xipRXEtN3niMTa11Aq2U/edit?usp=sharing

The response also included the monthly bill for Bishop's county-issued phone for period Jan 10 - Feb 9 2024. The bill confirms Bishop's county cell phone account was established almost 2 years earlier on June 14, 2022. The amount due, \$50.05, is the minimum flat charge. The bill shows no charges for phone or text usage.

Link to Charlie Bishop's monthly county cell phone bill for period Jan 10-Feb 9, 2022.
https://drive.google.com/file/d/1SH5PZYyMZ_BxCJoyKMfxgGkPEY4Czrxk/view?usp=sharing

On the same day, Feb 16, 2024, I submitted request #35309 asking for Bishop's text records on any device, personal or county issued, for the same period, Jan 15-19, 2024. 35 days later, on March 22, I received a list of texts from Bishop's personal phone (ending in 9037). The list was produced by an iphone app called iMazing, which allows the phone's owner to download whatever texts are selected in spreadsheet format. Link to request 35309:
<https://drive.google.com/file/d/1pQAH7VJxJwSMb-N8ewdEBt4Ca71Fr36t/view?usp=sharing>

Link to list of texts that Bishop provided from his personal phone in response to request 35309:
https://drive.google.com/file/d/16S_-Z4EnNz10iJXisnnnABW-mM0I3VM6/view?usp=sharing

The record requests 35314 and 35309 confirm that, as of February 9, 2024, Mr Bishop continues to use only his personal phone to conduct county business.

- 6.
- 7.
8. ADDITIONAL CONFIRMATION OF NON COMPLIANCE: PANTHER SIGHTING FB POST REQUEST 37635
- 9.

A closer look at the texts that Bishop provided from his personal phone (in response to Request 35309 above) shows just 3 conversations. The last conversation takes place on the morning of 1/17/24 and starts with an “attachment” sent to Bishop’s inbox from either KVO or KVO’s assistant Jorge. The attachment was followed by messages: “That was quick!”, “5200 views”; and “Channel 10 and 13 running it tonight.” All of these messages are in Bishop’s inbox, sent by KVO or Jorge.

https://drive.google.com/file/d/16S_-Z4EnNz10iJXisnnnABW-mM0I3VM6/view?usp=sharing

Initially, I wasn’t concerned about the attachment, but on 5/29/24 I submitted a separate request #37635 asking for the attachment.

Keep in mind that this “attachment” is on Bishop’s personal phone. As we know from pg 48 of former records manager Deb Scaccianoce’s deposition (available on the court website), when the records department receives a request for records from a personal phone, they send the request to the phone owner. Also keep in mind that electronic records like emails and texts can only be disposed per a schedule from the Dept of State division of library and information services. For most electronic records it is 5 years.

The response I receive from my request for the attachment is that “the requested attachment does not constitute county business.”

https://drive.google.com/file/d/1dk6AK9CxMbT6mWULmZ7J2G78T_uiPlzR/view?usp=sharing

The reality is that we know the attachment sent the morning of Jan 17 was, in fact, related to county business. On 1/16/24 at 3:17pm, Manatee County posted a video on FB of a panther strolling through Duette preserve.

Link to County FB post on 1/16/24:

<https://www.facebook.com/watch/?v=3313700005592954&ref=sharing>

and

https://drive.google.com/file/d/1qAfsX8Z7ML_-wMLQ6DccGZE_UYSVUz_8/view?usp=sharing

The text “5200 views” that Bishop does produce surely describes the FB post. Additionally, “Channel 10 and 13 running tonight” is also about that FB post. It was actually channel 8 (not 10) and 13 that ran the story on the evening of 1/17/24.

Link to screenshot of 1/17/24 Channel 13 report on panther sighting at Duette Preserve:

<https://drive.google.com/file/d/1X3SVnk2d3GoCupXU3cxW5AHIG5AGDz1L/view?usp=sharing>

Link to screenshot of 1/17/24 Channel 8 report on panther sighting:

https://drive.google.com/file/d/1St5qtbuf71WQDoVA3PWTt0caM3zMZkP_/view?usp=sharing

In this case it was just a FB post, but the reason why the violation matters is that it could have been an attached county contract proposal. Or an attached zoning ordinance amendment sent by Carlos Beruff. Does anyone believe Charlie Bishop has been saving his county-related texts and attachments for 5 years?

Deleting, or not producing a public record upon request is a violation of public records law 119.07

7.

8.

9. ADDITIONAL NON COMPLIANCE, FAILURE TO PRODUCE SATCHER TEXT RECORDS

10.

In further research, I found other public record text messages sent to or from Charlie Bishop that he should have provided in response to my request 35309 but he did not. For example, I requested the public record text messages of James Satcher for the same short period of time - Jan 15-19, 2024.

Link to request 35327 asking for texts of James Satcher on any device:

<https://drive.google.com/file/d/15osRmzT-a0luT1TssqG8KutLDJc9k6jN/view?usp=sharing>

In response, Satcher screen printed text messages from his phone, emailed them to himself, then emailed that email to commissioner aide Kelli O'malley, who emailed the screenshots to records manager Lacy Pritchard, who then emailed the email of the email of the email with the phone screen shots to me.

It takes a close look, but that lone text conversation that Mr. Satcher provided was a conversation with Charlie Bishop, dated 1-16-24 at 8:58 pm. The conversation is about a water shut off reported in multiple neighborhoods including Prosperity Lakes, Regency Oaks, Moccasin Wallow Fairways and 2 more.

Link to Satcher's response to my request 35327: https://drive.google.com/file/d/1JG-0gMNWRzDe2OnUWCo0Z6tk_dHDT-AP/view?usp=sharing

Again, here is the list of all of Charlie Bishop's reported texts during the period Jan 15-19, 2024:

https://drive.google.com/file/d/16S_-Z4EnNz10iJXisnnnABW-mM0I3VM6/view?usp=sharing

We know the Satcher text conversation is not listed by Bishop, but it should have been. Deleting or failing to provide a public record on request is a violation of public records law Florida Statute 119.07

- 8.
- 9.
10. FAILURE TO PROVIDE DEPOL TEXT RECORDS
- 11.

I later discovered additional texts, between Bishop and Courtney Depol in that same short period of time, that should have been provided by Bishop but wasn't. I found these texts because other county employees were using their county-issued phones - so their text messages are saved in the county's database. I probably could have found many more texts to Mr. Bishop had I requested texts from other county employees.

Here is Link to the text records produced from Courtney Depol's county-issued phone. The highlighted texts (and the attachment of a message from Jodie Fiske) are between Depol and Bishop's personal phone.

https://drive.google.com/file/d/1myd2oahi4jHQSaqahD_n2lcLps4fiucp/view?usp=sharing

These records establish that Bishop continued to use only his personal phone to conduct county business at least through January, 2024.

The county recently revamped their public records portal, which caused me to lose quick access to my record requests made in the previous portal. However, I was able to find a request I made for texts on Bishop's county-issued cell phone for the period August 5 - 6, 2024 (Hurricane Debby). The response was that there were "no responsive records."

<https://drive.google.com/file/d/10Q1luL6KEg2ymti7uipcGFfF89myXlq/view?usp=sharing>

So it is probable that Bishop is still only using his personal phone for texting county business through at least August 2024.

- 9.
- 10.
11. SCACCIANOCE DEPOSITION - RETALIATORY TERMINATION
- 12.

Finally, as mentioned earlier, the record in court case 2022-CA-3276 includes the 94-page deposition of former Records Dept Manager Debbie Scaccianoce. Ms Scaccianoce led the Records Dept for 11 years, from 2012 - 2023. Up until June, 2022, the Records Dept fell under Property Management, headed by Charlie Bishop. In June, 2022, Administrator Hopes moved Records to fall directly under the Administrator. When Bishop became the Acting Administrator in August, 2023, one of his first actions was to terminate Debbie Scaccianoce.

On pages 72-75, Scaccianoce describes how she was fired by Charlie Bishop after she refused a request from Commissioner VanOstenbridge to inflate charges in order to

deter the release of records that included KVO's texts. The exchange starts with the highlighted section in the link below of just pages 72-75 of the deposition:

https://drive.google.com/file/d/11_eeph6dqnMC0q9tD-RSmtuIN4lyqHnR/view?usp=sharing

Ms Scaccianoce had known and worked with Mr. Bishop for many years. This story of her vindictive termination tells us all we need to know about Charlie Bishop.

- 10.
- 11.
12. THE FINAL JUDGMENT IN COURT CASE 2022-CA-3276
- 13.

On Sept 17, 2024, the court entered its Final Judgment against Manatee County in case 2022-CA-3276. Some of what the court ordered:

- implementation of the SMARSH software system to archive text messages on county-issued
- electronic devices allowing the capture and retention of text messages, and phone and text activity logs in a uniform and consistent manner.
- a written policy that prohibits employees from conducting official county business on
- any personal electronic
- implementation of an audit process that will allow for a third-party audit of the County's
- Information Management System that will verify that the processes in place are accurately capturing and storing public records on mobile devices
- providing ongoing training in the importance of compliance with the Public Records Act
- The County acknowledges and agrees it will comply with the provisions of the Public Records

- Act, including, but not limited to, section 119.021(2), and Rule 1B-26.003, Fla. Admin. Code, relating to electronic record keeping.
- Plaintiff is awarded its reasonable attorneys' fees and costs in the amount \$75,000.
- The Court expressly retains jurisdiction to enforce the provisions of this Consent Final Judgment.

Link to Final Judgment 2022-CA-3276

https://drive.google.com/file/d/1c7o-H2mAiJKIPkeEz_sv1qvmfSZILgbG/view?usp=sharing

One would hope that, with the court now having officially retained jurisdiction, that Mr. Bishop would not need a contract stipulation in order for him to finally start complying with the law.

Manatee County deserves better.

David Daniels



Public Comment

Submitted On: Apr 14, 2026, 05:09PM EDT

Manatee County Government

Full Name	First Name: Glen Last Name: Gibellina
Email	glengibellina@gmail.com
Which meeting is this public comment for? (Please select date of meeting)	April 21, 2026
Topic/Agenda Item	Bishop contract
Comment	Reposting a Bradenton Times article by Mitch Maley Facts are stubborn things by Mitch Maley This week, Manatee County Commissioners sent an egregiously generous contract proposal to perpetually extend the employment of County Administrator Charlie Bishop back to the drawing board. While I'm glad a majority of commissioners were unwilling to sign off on such unwarranted largesse, I think the real conversation needs to be whether they should renew Bishop's contract in the first place. Let's revisit the circumstances in which Bishop was elevated. When developers gained complete control of the board following the 2020 elections, their first order of business was to sack Cheri Coryea, the county's highly qualified administrator, who was effectively punished for moving ahead with the purchase of the Musgrave property. Never mind that she was fulfilling her job requirement of enacting policy passed by the duly elected county commission. This massive swath of land adjacent to the county's Lena Road landfill would extend its life cycle by decades, while also being the future site of several county facilities necessitated by the rampant development of formerly rural parts of the county's eastern corridor. Developers, who had long sought to purchase the land and build more houses on it, wanted the deal squashed, seemingly to prevent the landowners from profiting by selling it elsewhere. The new 2020 board—which included current commissioner George Kruse—moved to fire Coryea during the very first meeting after it was seated. Kruse initially declined to provide the fourth vote, but was later manipulated into flipping and provided the swing vote to axe the county's first female administrator, who had worked her way up from the ground level over three decades of employment with the county. Kruse later broke with the development bloc of the BOCC he had campaigned with and called his vote to terminate Coryea the worst mistake of his time in office. Coryea was immensely popular with the rank and file, and her unceremonious dismissal tanked morale, to put it mildly. Soon after, pretty much everyone who had anything to do with the Musgrave acquisition was forced to resign or be fired, and many other top employees resigned on principle. To say the loss of institutional knowledge was staggering would be an enormous understatement. It is still felt within the ranks of several departments to this day. Coryea was eventually replaced by Scott Hopes, a Manatee School Board member who was criminally unqualified for the job and was eventually canned for running the county in a manner that seems to have been literally criminal, resulting in multiple felony charges for which he is currently awaiting trial. The board then unsuccessfully attempted to install the head of a local developer lobbying group, only to wind up embarrassed enough to promise the public a national search to finally provide a qualified candidate with no ties to local developers. The public paid handsomely for that search, but when it didn't seem to yield a candidate the commissioners' overlords found suitable, it was decided that the best they could possibly do was elevate Bishop, the former property management director whom Hopes had promoted to Deputy County Administrator. Bishop was pretty much the highest-ranking member of the administration to survive the Coryea administration bloodbath. In other words, one of the few that developers didn't have a problem with, which should tell you everything you need to know. The highlights of his resume at that point included unpermitted renovations to the county administration building when the new board decided the old digs weren't up to their standards. Bishop oversaw the jobs and used Property Management staff to do much of the labor. This included equipping Hopes' office with remote blinds, noise-canceling speakers to prevent "leaks," bulletproof glass at the 9th-floor entry, and other dubious upgrades. TBT then discovered that he had also overseen unpermitted renovations on the

building's second floor.

While Bishop was serving in a dual role as Deputy County Administrator and Director of Property Management, that department contracted with Bishop's girlfriend's drone company, despite having an established in-house drone program with trained staff and equipment designed to reduce outsourcing costs. That sounds a lot like a conflict of interest and perhaps the misuse of a public position. TBT was told at the time that the matter was "under investigation," although it was never discussed when commissioners decided he was their best option for the top post.

In 2022, the county announced that the administration building's parking garage had deteriorated to the point where the entire structure would need to be rebuilt. Then-commissioner Kevin Van Ostenbridge told WFLA 8 that, "A maintenance plan was not put in place in the late 80s, and it wasn't put in place in the 90s, and it wasn't put in place in the 2000s, so the ball was sort of dropped by an awful lot of people over a very long time." In August of 2023, Bishop, now the County Administrator, told commissioners that a structural engineer's report revealed the parking garage had "only two years remaining." Well, Bishop was named Director of Property Management in 2015. So, apparently, he was one of the ball droppers while he headed the department for the next seven years. That's not exactly a ringing endorsement.

In 2024, commissioners approved the execution of a \$1.8 million agreement with Sweet Sparkman for a pre-design criteria package for the total design and rebuild of the parking garage. The proposed project had an estimated cost of nearly \$85 million. The BOCC consensus shifted toward directing staff to explore public-private partnership opportunities to offset rebuild costs. The next year, every penny budgeted toward the garage was shifted to the deeply sketchy acquisition of another county administration building in the far-flung southeast corner of the county.

No commission meetings or work sessions were held to inform the public that the county administration was seeking a new administration building or had even identified a need for one. TBT first learned of the plan when the meeting agenda was published on a Monday evening. Key specifics were missing from the agenda details—such as what would become of the parking garage. We requested additional information, but were told that nothing further would be made available before the scheduled meeting presentation and board vote on Tuesday.

In November 2024, Bishop marked the old Bradenton City Hall property, which the county owned, as surplus, despite also claiming the county needed it to park workers while the downtown parking garage was being repaired/rebuilt. Months earlier, the surplussing of the parcel was passed on a consent agenda, without discussion. The consent item also approved the publication of an ITN for its sale.

According to Manatee County Ordinance 14-26, the process to declare county-owned property as surplus begins with a recommendation from the county administrator. That recommendation must address several qualifying requirements of the subject property, including whether it has public use value and any conditions of a sale. In addition to the surplus being placed on the consent agenda by Bishop, the sale contract was also added to the consent agenda, only to be pulled by Commissioner Jason Bearden, who cried foul.

Commissioner George Kruse was skeptical of the contract terms, which he called "terrible," saying, "We are basically giving someone the option, not an obligation, to purchase one of the premier development sites in downtown Bradenton for eight grand—we spent more than eight grand writing this contract." The deal was ultimately approved, 4-2 (Commissioners Kruse and Bearden dissenting). Politically-connected developer Ron Allen was the purchaser.

The administration's cabinet also expanded under Bishop. He retained a third deputy county administrator position created by Hopes and added a new Chief of Staff position, which was filled by one of the candidates from the national search. When that employee resigned, Bishop rebranded that slot as the Director of the newly created Department of Government Relations.

Stephanie Garrison was hired for the new position, despite her only prior government work being two months in Florida Senator Joe Gruters' office. During Garrison's confirmation hearing before the board, then-Deputy County Administrator Courtney De Pol said that Garrison "honed her skills in policy development and stakeholder relations" as a senior legislative aide for Gruters. Garrison was hired by the county at a starting base salary of \$160,000.

Bishop also continued to grow the Public Communications Division, even reallocating a Public Safety position to elevate an employee the county had hired as a videographer to the newly created Communications Manager role, which included a \$40k pay bump that elevated his salary to six figures. The department seemed to serve more as in-house PR for the administration than as a public information outlet, and at times it appeared to benefit sitting commissioners seeking reelection.

On the public communication end, the missteps were many. Hurricane Debbie was marked by poor coordination and a lack of clarity in information being pushed to residents who received urgent IPAWS alerts instructing them to “leave NOW” due to a dam release. The county provided no supporting information on its website or social media at the time. In fact, communications were dark for hours except for the emergency texts. After finally posting about the dam release around 1:00 p.m., the county’s social media went completely silent for about five hours, with no additional updates during a critical period of the emergency.

Earlier that morning, the county had Commissioner Mike Rahn publicly address the storm from the EOC, rather than someone from Emerge



April 21, 2026 - Regular Meeting

Subject

Updates to Agenda - April 20, 2026

Category

ANNOUNCEMENTS

Briefings

None

Contact and/or Presenter Information

Bobbi Roy, Agenda Division Supervisor, ext 6878

Action Requested

Updates incorporated appropriately

Enabling/Regulating Authority

N/A

Applicable Advisory Board

N/A

Background Discussion

Below are agenda updates (dated 4/20/26) for the meeting of April 21, 2026:

REGULAR

Attorney

Item 44, Draft County Administrator Contract

- This agenda item was updated with public comments.

Government Relations

Item 33, Update of progress on Housing and Urban Development (HUD) Community Development Block Grant - Disaster Recovery (CDBG-DR) Grant and Lasting Manatee Program, Robert Burke, Business Services Manager, and Edrick Sweeting, Grant Supervisor

- This agenda updated to reflect presenters as Robert Burke, Business Services Manager, and Odugo Ohizu, Communications Coordinator - CDBG-DR.

REPORTS

Development Services

Item 36, Report on Environmental Compliance Field Solutions - follow up to Agenda Item #50 on April 7, 2026, Nicole Knapp, Development Services Director, and Charlie Hunsicker, Natural Resources Director - District 1

- This agenda item was updated with a public comment.

COMMISSIONER AGENDA ITEMS

Items for Discussion

Item 37, Update on the Movement of the Dogs to the Bishop and Jail facilities

- This agenda item was updated with public comments.

Item 38, County Administrator Contract Renewal

- This agenda item was updated with public comments.

Item 39, Dismissal of Trespass Charges at Bishop Kennel Facility

- This agenda item was updated with public comments.

Item 43, Letter of Agreement Authorizing Crime Stoppers of Manatee County, Inc.

- This agenda item was updated with a Letter of Support from Ed Brodsky, State Attorney, 12th Judicial Circuit.

Attorney Review

Not Reviewed (No apparent legal issues)

Instructions to Board Records

N/A

Cost and Funds Source Account Number and Name

N/A

Amount and Frequency of Recurring Costs

N/A

PUBLIC COMMENTS – COUNTY ADMINISTRATOR CONTRACT

From: Becky Brothers <thebeckybrothers@gmail.com>
Sent: Saturday, April 11, 2026 7:05 PM
To: Tal Siddique <tal@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>
Subject: Urgent Concern Regarding Proposed Actions and Leadership Decisions

Commissioners Siddique, Ballard, McCann, Kruse, Bearden, Rahn, and Mr. Bishop,

I am writing to express serious concern regarding the reported pursuit of criminal charges against volunteers who, by all available accounts, acted without criminal intent while attempting to bring transparency to conditions within the county kennels.

Pursuing charges against engaged community members—particularly those advocating for animal welfare—is deeply troubling. It raises questions not about “precedent,” but about judgment and proportionality. These individuals were not acting to steal or damage property. They were responding to public concern and attempting to shed light on an issue that matters to this community.

The decision to move forward with charges appears, at minimum, misaligned with the values of transparency and public service, and at worst, risks being perceived as retaliatory. That perception alone should give pause.

There is also growing concern within the community regarding the leadership and direction of the current administration. Reports of a work environment where individuals feel discouraged from speaking openly, combined with actions like these, contribute to a broader erosion of trust. Public confidence depends on accountability—not punishment of those who raise concerns.

Additionally, with Mr. Bishop’s contract up for renewal in August, the Board should carefully evaluate this decision. The Board of County Commissioners exists to serve the people of Manatee County—not to consolidate power or reappoint individuals whose leadership has raised significant and ongoing concerns within the community.

At this time, I do not support renewing Mr. Bishop’s contract. It is in the best interest of the community to seek out qualified leadership that demonstrates integrity, due diligence, transparency, and a clear commitment to serving the people of Manatee County—not personal or internal interests.

The county should discontinue any pursuit of criminal charges in this matter against the two individuals. This does not serve the interests of justice or the community, and instead gives the appearance of vindictiveness in response to being called out for poor decision-making related to the new kennels.

This moment calls for leadership grounded in accountability and trust. Moving forward with criminal charges against citizens, while simultaneously considering the continuation of current leadership under these circumstances, sends the wrong message to the community.

The people of Manatee County are paying attention. We expect decisions that reflect fairness, sound judgment, and a genuine commitment to public service.

Respectfully,
Becky Brothers

From: Laura Liddell <thx4jesus@live.com>
Sent: Friday, April 17, 2026 12:28 AM
To: Jason Bearden <jason.bearden@mymanatee.org>
Subject: Thoughts on Bishop Shelter and Contract

[You don't often get email from thx4jesus@live.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Hello Commissioner Bearden;

My name is Laura Liddell and I am a long time Manatee County resident, homeowner, and taxpayer. I live in Ellenton, District 1 where Carole Ann Felts was my commissioner, (may she rest in peace. I was shocked and extremely sad to learn of her passing).

I am writing to you at large because I would like express by extreme displeasure, concerns and dissatisfaction at the way the entire Bishop shelter situation has been handled. The animal community has to speak up for them. They have no voice.

I feel like promises were made and not kept, I'm very upset about it all; from it not being a promised concrete block facility, to a promised UF study that never happened, to the kennels being no larger than a large crate, not attached or built for inclement weather, lack of shade, the increased noise, the stress, the ongoing construction which causes more noise stress and leads to unnecessary aggression, no turf for the play yards, the drainage situation and just everything that has gone from bad to worse, dogs digging out -all of it. Not good. The dogs were moved way too soon and situation with the volunteers over the past year who were only trying to make things better; they are not the enemy but rather an integral part of the team. I feel like it's a disaster waiting to happen and I would like to ask; beg, for the animals to please be moved back to Palmetto until the construction and changes are finished so it is safer and more usable for the animals and the workers. Please! They are still property of Manatee County and have to live with decisions being made on their behalf.

On the subject of the county administrator's contract being up for renewal - I am very dissatisfied with how he has failed to handle The Bishop shelter as well as the other issues that have come to light with the use of his personal cell phone and many other things, please see David Daniels open letter for further. Oh my word. Had that been another county employee they would've been severely reprimanded if not fired. And you seriously want to pay him \$255,000? I read the Bradenton.com article where it pointed out your very thoughtful changes to his contract, which I agree with for future reference. I'm asking you to look at the big picture though, and please ask yourself if the benefits of keeping him as our administrator outweighs the liability he is currently causing the county? If it were up to me, I would vote heck no and look for somebody else who truly wants to make a difference that can do the job. There are too many problems with him aside from the Shelter fiasco which is disturbing enough, which is why he really needs to go. Please, please please vote no.

Lastly, and I do not mean any of this disrespectfully all. This Shelter is one huge issue among many others, but this one involves living creatures. Man's best friend. Dogs that never thought they'd be living in a cramped noisy shelter with only an hour at best out of their kennels. I would like to know - do we really have to come out in droves for this shelter situation to be fixed and for people to do their jobs, in the best interest of the animals ? We should not have to, but what is it going to take? There has been plenty of expert advice and suggestions given to the commissioners from people who know, yet it seems like it's fallen on deaf ears. I would have been so thankful for their suggestions if I were in your shoes, and done my best to implement them. Again, these are living creatures who have to live with the decisions being made, and so do the employees and volunteers. I know when I'm not an expert in an area I personally find value relying on verified expertise and advice of others, and you all have this for free! Especially ones with no ulterior motives except love and concern for the animals, which should be a common goal. Maybe create an animal advisory board or steering committee of admin, experts and volunteers? Those work!

Please, please please, I would greatly appreciate your consideration in these matters. I am very distressed over this whole situation. Where there's a will there's a way, I hope and pray you find it.

Thank you for listening and I hope to see you all on Tuesday.

Respectfully submitted,

Laura Liddell
Ellenton, Fl

Sent from my iPhone

From: Cheri Lindgren <clindgren58@gmail.com>
Sent: Friday, April 17, 2026 7:16 PM
To: Jason Bearden <jason.bearden@mymanatee.org>
Subject: Request for Removal of County Administrator

Dear Commissioner Bearden,

We are writing to express our strong support for the removal of County Administrator Charlie Bishop based on a documented and ongoing pattern of noncompliance with Florida's Public Records laws.

At last week's BOCC meeting, it was suggested that concerns about Mr. Bishop's history could be addressed through compliance language in his contract. Respectfully, the public record shows that prior directives, policies, training, and even a court order have already failed to change his behavior.

The facts are clear:

- In 2022, Manatee County lost a public records lawsuit (Case No. 2022-CA-3276) involving failure to produce text messages, including those of Mr. Bishop.
- In its official court response, the County assured the court that corrective measures had been taken and that Mr. Bishop would comply going forward.
- Despite this, records requests in 2024 show that Mr. Bishop continued conducting county business exclusively on his personal phone, with no corresponding records on his county-issued device.
- In October 2023, the County implemented a formal policy prohibiting the use of personal devices for official business. This policy was ignored.
- County leadership, including Mr. Bishop, has received extensive "Government in the Sunshine" training since at least 2021, explicitly warning against this exact conduct.
- On September 17, 2024, a judge issued a Final Judgment against the County, mandating specific corrective actions and awarding \$75,000 in legal fees to be paid by taxpayers.

Additional records raise further concerns about incomplete or missing disclosures, including text communications with other officials that were not produced when requested, as well as materials deemed "not county business" despite clear evidence to the contrary.

Taken together, this is not a one-time mistake or misunderstanding. It is a sustained pattern of disregard for transparency requirements, even after:

- formal legal action,
- explicit policy changes,
- repeated training,
- and a binding court order.

Public trust depends on accountability. When a County Administrator repeatedly fails to comply with the law—and does so in ways that expose taxpayers to financial liability—it undermines confidence in the entire system of governance.

This issue is not about politics or personality. It is about adherence to the law and the basic standards expected of public leadership.

For these reasons, we urge you to take action to remove Mr. Bishop from his position and restore accountability and transparency in county administration.

Thank you for your time and for your service to our community.

Sincerely,

Roger & Cheri Lindgren

District 5, Manatee County



Public Comment

Submitted On: Apr 18, 2026, 07:29PM EDT

Manatee County Government

Full Name	First Name: Diana Last Name: Adams
Email	dadamm@aol.com
Which meeting is this public comment for? (Please select date of meeting)	April 21, 2026
Topic/Agenda Item	General / item 44
Comment	We have no confidence in our current County Administrator. We urge the county to take immediate action to move in a more positive direction by appointing new leadership. The next County Administrator must be fully committed to serving the needs of our citizens and carrying out their duties with transparency, accountability, and integrity, including the proper use of county-issued resources.

From: DD <davidd4300@gmail.com>
Sent: Monday, April 20, 2026 12:05 AM
To: Tal Siddique <Tal@mymanatee.org>; Robert McCann <drbob.mccann@mymanatee.org>; George Kruse <george.kruse@mymanatee.org>; Amanda Ballard <amanda.ballard@mymanatee.org>; Jason Bearden <jason.bearden@mymanatee.org>; Mike Rahn <mike.rahn@mymanatee.org>
Subject: Section IV of proposed Admin Contract

CAUTION: This email originated from an external source.
Be suspicious of Attachments, Links and Request for Login Information and utilize the REPORT MESSAGE Button in Outlook if you feel this is a Phishing email.

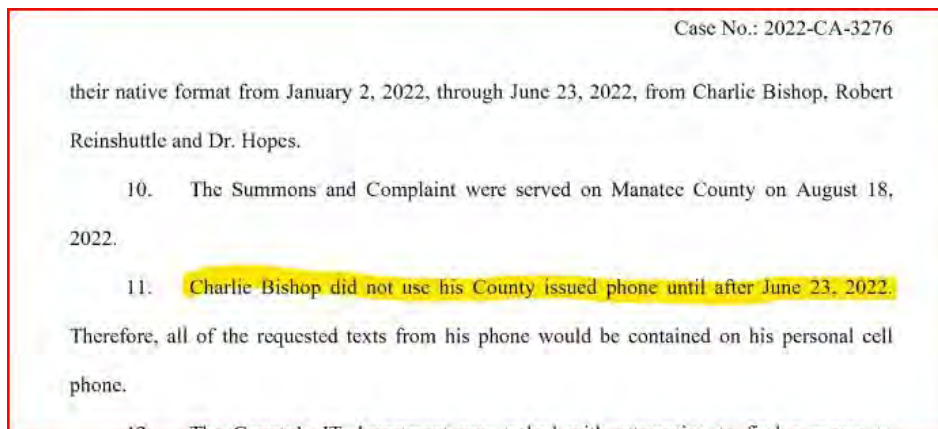
I'm sorry, but I am baffled as to why Section IV is needed to be in Mr. Bishop's proposed new contract:

SECTION IV – BENEFITS A. Cell Phone. The County shall provide Administrator with a County-owned cell phone with email and texting capability for business use and shall pay all fees and costs for same... Administrator is prohibited from using any personal cell phone to conduct County business.

We know that Mr. Bishop was named in a 2022 lawsuit for not providing records from his cell phone, and in response, the county attorney tells the court that Mr. Bishop started using his county phone as of June 23, 2022.

Link:

https://drive.google.com/file/d/1AmSGwZ6MB2U_S-PfN7BSEjmwhlGuwtI7/view?usp=sharing



We also know that Mr. Bishop has had a county-issued cell phone since June 14, 2022. (see picture below of Mr. Bishop's cell phone bill for period Jan 10 - Feb 9, 2024 -circled in red, the bill shows the start date of service-June 14, 2022).

Link:

<https://drive.google.com/file/d/1cu6RLqL-0ImvmPw2RB0EjjMMQqH0eXuR/view?usp=sharing>

Summary for Charlie Bishop: 941-290-0966
0010020500

Your Plan

4G NW UNL Min&MSG+Email&Data
\$65.00 monthly charge
Unlimited monthly minutes

UNL Text Messaging
Unlimited M2M Text
Unlimited Text Message

Email & Web Unlimited
Unlimited monthly gigabyte

Beginning on 06/14/22:
23% Access Discount

M2M National Unlimited
Unlimited monthly Mobile to Mobile

UNL Night & Weekend Min
Unlimited monthly OFFPEAK

UNL Picture/Video MSG
Unlimited monthly Picture & Video

Have more questions about your charges?
Get details for usage charges at
b2bventzonwireless.com.

Monthly Charges

4G NW UNL Min&MSG+Email&Data	01/10 - 02/09	65.00
23% Access Discount	01/10 - 02/09	-14.95
Detail Billing		.00
		\$50.05

Usage and Purchase Charges

Voice	Allowance	Used	Billable	Cost
Calling Plan	minutes	unlimited	2	---
Total Voice				\$0.00

Messaging	Allowance	Used	Billable	Cost
Text	messages	unlimited	1	---
Total Messaging				\$0.00

Data	Allowance	Used	Billable	Cost
Gigabyte Usage	gigabytes	unlimited	.003	---
Total Data				\$0.00

Total Usage and Purchase Charges: \$0.00

Surcharges

Fed Universal Service Charge	.30
Regulatory Charge	.16
	\$0.46

Total Current Charges for 941-290-0966: \$50.51

From that same monthly bill, we also know that the phone is being billed only the flat minimum charge. There are no charges and no minutes for calls or texts. The bill shows just 2 calls and 1 text for the entire month, at zero minutes. Probably a butt dial wrong number made by someone else.

So we know that, despite having had a county issued phone since June, 2022, and despite being named in a 2022 lawsuit for not providing public records from his personal cell phone, and despite the county attorney swearing to the court that Mr Bishop started using his county -issued phone starting on June 23, 2022.... despite all of that, Mr. Bishop continued to violate the law and county policy by using his personal phone to conduct county business at least through Feb 2024.

It gets worse. I also submitted a public records request for Bishop's text records during the peak of the County Dam release during Hurricane Debby, August 5, 6, 2024. The response is that there are no texts or calls on Bishop's county -phone. (See screenshot below). So he was violating the law and policy for over 2 years.

Link:

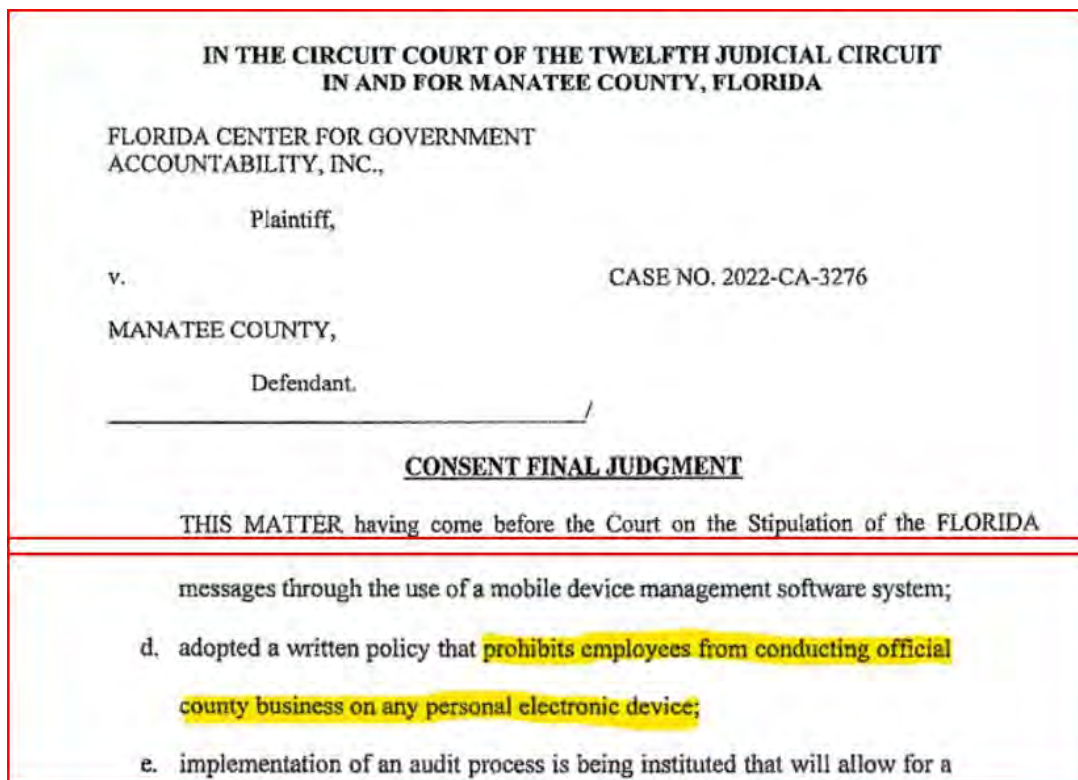
<https://drive.google.com/file/d/1fYa5IWurkicYyL9zdF6yf0YsK6hJ8729/view?usp=sharing>



But here is the kicker. Not only is there a county policy, and public records laws, and statements made to the court by the county attorney ...The court, in case 2022-CA-3276, issued a Final Judgment, in effect making it a court order that Manatee County officially prohibit all county employees from using their personal phone for county business. (see screenshot of that part of the Final Judgment below).

Link:

<https://drive.google.com/file/d/1U08orqsPAB7ialjMd8tSiUvVKsothc5B/view?usp=sharing>



So why do we need Section IV in this contract?

The truth is that we have a county administrator who thinks the law and rules don't apply to him. This weekend's reporting on the IG audit of p-card violations is just the latest in a long line of examples that have been provided to this board. We have an administrator that has shown over and over and over that he lacks good judgement and integrity.

What is worse is that we have a majority of commissioners that are about to make him one of the highest paid county administrators in the state.

The public is overwhelmingly against renewing this contract. Yet this board is about to slap us in the face, again - just like the previous board did over the wetland buffers. I urge the board to reconsider.

Thank you

David Daniels