

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

November 21, 2024
6:30 PM
Bradford County Courthouse
945 North Temple Avenue
Starke, Florida 32091

AGENDA

1. Chair to call meeting to order.
2. Swearing in of County Commissioners – Honorable Judge Tatum Davis
 - New Term of Office for Commissioner Carolyn Spooner, District 1
 - New Term of Office for Commissioner Chris Dougherty, District 3
 - New Term of Office for Commissioner Diane Andrews, District 5
3. Board Reorganization – Clerk Thompson
 - A. Call for nominations for Chairperson
 - i. Clerk Thompson will ask for nominations for a Chairperson.
 - ii. Clerk Thompson will ask for a second.
 - iii. Clerk Thompson will ask for public comments.
 - iv. Clerk Thompson will ask for further discussion from the Board and take a final vote.
 - B. Call for nominations for Vice-Chairperson
 - i. Clerk Thompson will ask for nominations for a Vice Chairperson.
 - ii. Clerk Thompson will ask for a second.
 - iii. Clerk Thompson will ask for public comments.
 - iv. Clerk Thompson will ask for further discussion from the Board and take a final vote.
4. Public Comments
 - Three (3) minutes per speaker;
 - Comments will not be accepted after the meeting begins;
 - State your name and address into the record before addressing the board;
 - Address your questions to the board, not county staff;
 - Refrain from demands for an immediate board response; and
 - No boisterous behavior, personal, impertinent, or slanderous remarks.
5. Approval of Consent Agenda

ACTION

- A. Meeting Minutes from 10-17-2024
- B. Meeting Minutes from 11-5-2024

- C. Rural County Grant Program Application 24-10-03 for AK 911 System Maintenance
- D. Approval of Correction of Scrivener’s Error on 2025 BoCC Meeting Dates
- E. Approval of a Resolution and Construction and Maintenance Agreement with FDOT for the Palatka to Lake Butler Trail from CR 225/SW 102nd Ave to CR 235.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID NUMBER 434277-1-52-01.

- 6. Cox Communications Broadband Expansion Presentation – Aimee Pfannenstiel, Market Vice President, Central Florida

Information

- 7. Clerk Reports – Denny Thompson, Clerk to the Board and Clerk of the Circuit Court

Information

- A. FY 22/23 Audit Report, presented by James Moore & Co

- 8. Sheriff Reports – Gordon Smith, Sheriff

- 9. County Manager Reports – County Manager, Scott Kornegay

Discussion

- A. Presentation/Discussion of Draft Committee Member Oversight List for Calendar Year 2025

- B. Comprehensive Planning Services
 - i. North Central Florida Regional Planning Council
 - ii. Engineering Firms with Planning Services

- 10. County Attorney Reports – Richard Komando

- 11. Commissioner’s Comments

- 12. Chair’s Comments

NOTICE:

Pursuant to Section 286.0105, Florida Statutes, notice is hereby provided that, if a person decides to appeal any decision made by the Board of County Commissioners of Bradford County, Florida with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM Swearing in of County Commissioners – Honorable Judge Tatum Davis

- New Term of Office for Commissioner Carolyn Spooner, District 1
- New Term of Office for Commissioner Diane Andrews, District 5

PURPOSE: Honorable Judge Tatum Davis will administer the Oath of Office required by Article II, Section 5(b) of the Constitution of the State of Florida to County Commissioners Carolyn Spooner and Diane Andrews.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM Board Reorganization

- A. Call for nominations for Chairperson
 - i. Clerk Thompson will ask for nominations for a chairperson.
 - ii. Clerk Thompson will ask for a second.
 - iii. Clerk Thompson will ask for public comments.
 - iv. Clerk Thompson will ask for further discussion from the Board and take a final vote.
- B. Call for nominations for a Vice-Chairperson
 - i. Clerk Thompson will ask for nominations for a Vice-Chairperson.
 - ii. Clerk Thompson will ask for a second.
 - iii. Clerk Thompson will ask for public comments.
 - iv. Clerk Thompson will ask for further discussion from the Board and take a final vote.

DEPARTMENT: Clerk of Court

JUSTIFICATION: Per the board's rules of procedure (Resolution 2006-24), the clerk shall preside over the election of officers during the last meeting in November of each year.

A) CALL FOR NOMINATIONS OF A CHAIR

1. Do I have a nomination for a chairperson?
2. I have a nomination from [name(s)] for [name of nominee(s)] to serve as chairperson.

Example: I have a nomination from Rachel Rhoden for Amanda Brown to serve as chair and a nomination from Scott Kornegay for Denny Thompson to serve as chair.

3. Are there further nominations for a chairperson?
 - Yes, repeat step 2.
 - No, move on to step 4.
4. Ask each nominee in the order received if they accept or decline the nomination.
 - If you only had one nomination and they decline, repeat steps 1-4
5. Public Comments: ask for public comments after all nominations are made and accepted.
6. Vote:
 - a) Call for a motion on the accepted nomination(s) in the order received until a nominee is elected.
 - b) Call for a second to the motion.
 - c) Call for commissioner comments.
 - d) Call for a vote.

B) CALL FOR NOMINATIONS OF A VICE-CHAIR -- Repeat steps 1-6 above for a vice-chair.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: November 21, 2024

AGENDA ITEM Meeting minutes from 10/17/2024.

DEPARTMENT: Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

October 17, 2024

6:30 P.M.

**Governor Charley E. Johns Conference Center
1610 North Temple Avenue
Starke, Florida 32091**

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 1 – Chair Carolyn Spooner
Commissioner District 4 – Vice-Chair Danny Riddick
Commissioner District 2 – Kenny Thompson
Commissioner District 3 – Joseph C. Dougherty
Commissioner District 5 – Diane Andrews

PRESS PRESENT – Bradford County Telegraph

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Richard Komando; Chief Deputy Clerk Rachel Rhoden; Sheriff Gordan Smith; EM Director, Captain Brad Witt; Fire Rescue Chief Ben Carter; and Zoning Director Randy Andrews.

- 1. CALL TO ORDER:** Chair Spooner called the meeting to order at 6:30 P.M.
- 2. PRESENTATION BY REPRESENTATIVE CHUCK BRANNAN OF A STATE APPROPRIATION FUNDING FOR A NEW FIRE TRUCK FOR BRADFORD COUNTY.**

Chair Spooner recognized Representative Robert “Chuck” Brannan III, who reported that Bradford County received \$4,043,846 in state appropriation funding for the following projects in FY 2024-2025.

Project	Amount
Brooker, New Fire Station	\$506,096
Brooker, New Fire Apparatus	\$662,500
Bradford County Fire Rescue, New Fire Apparatus	\$475,000
Bradford County Sheriff, SLERS Radio Equipment Replacement and Upgrade	\$1,250,000
Hampton, Potable Water Well and Equipment Replacement and Rehabilitation	\$550,000
Hampton, Bobbie Sheppard Memorial Park Project	\$50,000
Hampton City Park	\$50,250
City of Starke, By-Pass Economic Development Corridor Water Project	\$500,000

Discussion – none

3. PUBLIC HEARING – ZONING DIRECTOR RANDY ANDREWS

- A. AN ORDINANCE AMENDING THE OFFICIAL ZONING ATLAS; RELATING TO THE REZONING OF TEN OR MORE CONTIGUOUS ACRES OF LAND, PURSUANT TO APPLICATION Z 24-07; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM AGRICULTURAL-2 (A-2) TO RESIDENTIAL, MOBILE HOME-PARK (RMH-P).**

Item pulled from the agenda.

B. AN ORDINANCE (Ordinance No. 2024-14) AMENDING THE OFFICIAL ZONING ATLAS; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO APPLICATION Z 24-08; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM RURAL RESIDENTIAL (RR) TO COMMERCIAL, INTENSIVE (CI).

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the ordinance as presented.

Motion Carries 5-0

C. AN ORDINANCE (Ordinance No. 2024-16) AMENDING THE OFFICIAL ZONING ATLAS; RELATING TO THE REZONING OF LESS THAN CONTIGUOUS ACRES OF LAND, PURSUANT TO APPLICATION Z 24-09; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM AGRICULTURAL-2 (A-2) TO COMMERCIAL, INTENSIVE (CI).

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

Chair Spooner called for a motion to approve the ordinance as presented. **It was MOVED by Chair Riddick and SECONDED by Commissioner Thompson to make a motion.**

Motion Carries 5-0

D. AN ORDINANCE AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES, PURSUANT TO APPLICATION S240820A; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM AGRICULTURE-2 (UP TO 1 DWELLING UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY I.2.2) TO RESIDENTIAL MEDIUM (UP TO 8 DWELLING UNITS PER ACRE).

Item pulled from the agenda.

E. AN ORDINANCE (Ordinance No. 2024-15) AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES, PURSUANT TO APPLICATION S240828A; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (UP TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL.

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

It was **MOVED** by Commissioner Thompson and **SECONDED** by Commissioner Dougherty to approve the ordinance as presented.

Motion Carries 5-0

- F. AN ORDINANCE (Ordinance No. 2024-17) AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES, PURSUANT TO APPLICATION S240913A; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM AGRICULTURE-2 (UP TO 1 DWELLING UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY I.2.2) TO COMMERCIAL.**

Chair Spooner recognized Mr. Andrews, who read the ordinance title into the record. Chair Spooner opened the public hearing; there being no response, the public hearing was closed.

Discussion: none

It was **MOVED** by Commissioner Dougherty and **SECONDED** by Vice Chair Riddick to approve the ordinance as presented.

Motion Carries 5-0

4. PUBLIC COMMENTS

- Ken Cornell
- Vyunda Strong

5. APPROVAL OF CONSENT AGENDA ITEMS:

- A. 09-03-24 BUDGET HEARING MINUTES – ADOPTION OF TENTATIVE MILLAGE RATE AND BUDGET.**
- B. 09-03-24 REGULAR MEETING MINUTES.**
- C. 09-10-24 BUDGET WORKSHOP MINUTES.**
- D. 09-17-24 BUDGET HEARING MINUTES – ADOPTION OF FINAL MILLAGE RATE AND BUDGET.**
- E. 09-17-24 REGULAR MEETING MINUTES.**
- F. TERMINATION OF CONTRACT WITH HCA FOR INTERFACILITY TRANSFERS (90 DAY NOTICE).**
- G. APPROVAL OF BRADFORD COUNTY FIRE RESCUE (BCFR) CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY.**
- H. STATE AID TO LIBRARIES GRANT APPLICATION.**
- I. CERTIFICATION OF HOURS FOR STATE AID GRANT APPLICATION.**
- J. A RESOLUTION (Resolution No. 2024-22) OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION (FOR HURRICANE HELENE – SEPTEMBER 24, 2024 – OCTOBER 1, 2024) OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

- K. A RESOLUTION (Resolution No. 2024-23) OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION (FOR HURRICANE HELENE – OCTOBER 1, 2024 – OCTOBER 7, 2024) EXTENDING A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**
- L. A RESOLUTION (Resolution No. 2024-24) OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION (FOR HURRICANE HELENE – OCTOBER 7, 2024 – OCTOBER 14, 2024) EXTENDING A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE**
- M. A RESOLUTION (Resolution No. 2024-25) OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION (FOR HURRICANE MILTON – OCTOBER 7, 2024 – OCTOBER 14, 2024) OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**
- N. MEDICARE GROUND AMBULANCE DATA COLLECTION SURVEY AGREEMENT WITH PCG - \$20,000.**
- O. RETROACTIVE AMENDMENT TO RFQ 2024-001 EXTENDING THE DEADLINE FOR SUBMISSION FROM OCTOBER 10, 2024, TO OCTOBER 17, 2024, DUE TO BOCC OFFICE CLOSURE ON OCTOBER 10TH DUE TO HURRICANE MILTON.**
- P. INSIGHT PUBLIC SECTOR INVOICE FOR 100 LICENSES FOR SMARTCOP - \$11,574 (IGCF APPROVED 9-18-24).**

Discussion: none

It was **MOVED** by Vice Chair Riddick and **SECONDED** by Commissioner Dougherty to approve the consent agenda.

Motion Carries 5-0

6. BRADFORD SOIL AND WATER CONSERVATION DISTRICT (BSWCD) PRESENTATION – REPORT AND STRATEGIC PLANNING.

Chair Spooner recognized Amy Morie, BSWCD Chair, who shared a PowerPoint presentation highlighting the following:

- BSWCD supervisors
- District requirements
- Flooding and stormwater activities
- Iron and tributary testing activities
- Best management practices
- Hear citizen concerns
- Community outreach
- Youth Education and Support
- Volunteerism
- Use of county funding donation of \$5,000
- Future plans: develop opportunities matrix; explore support mechanisms; board member training opportunities
- FY 24-25 budget proposal

Discussion:

- Potential recreation opportunities through water reclamation projects.

7. CLERK REPORTS – DENNY THOMPSON – none

8. SHERIFF REPORTS – GORDON SMITH

Sheriff Smith shared the following reports:

- Highlights from the Senior Exposition event held on 10/17/24 at the Bradford County Senior Center.
- Passed an unscheduled jail inspection that was conducted on 10/17/24.
- Various programs, support, and services offered to inmates at the jail.

Sheriff Smith recognized Emergency Management Director, Captain Brad Witt who provided the following reports:

- Eligible FEMA assistance from the following storms. Emergency management will work closely with the public works department and local utility companies to submit storm related reimbursement requests through FEMA.
 - Hurricane Debby - eligible for categories A through G, which include debris removal; emergency protective measure; road and bridges; water control facilities; public buildings; public utilities; and park recreation and other facilities.
 - Hurricane Helene – eligible for all categories of assistance and individual assistance. Individuals can apply for individual assistance through November 27, 2024 by visiting www.disasterassistance.gov, downloading the FEMA app, or calling the FEMA 1-800 number.
 - Hurricane Milton - eligible for category B assistance. The county will receive debris pick service funded by the state and performed by FDOT in the coming days/weeks.
- Cautioned everyone to remain prepared during the active hurricane season.
- Expressed gratitude to all partners involved during the recent storm events.

Discussion:

- Comments expressing appreciation to the emergency management team and partners during the storm.
- Sheriff phone app for emergency notifications.

9. COUNTY MANAGER REPORTS – SCOTT KORNEGAY

A. DISCUSSION OF DRAFT 2025 HOLIDAY SCHEDULE.

Mr. Kornegay presented a draft holiday schedule for the calendar year 2025 for discussion.

Discussion:

- Comments in support of Juneteenth and the day after Christmas as additional holidays.

Consensus to accept the proposed holiday schedule and to declare Juneteenth (June 19, 2025) and the day after Christmas (December 26, 2025) as holidays in the calendar year 2025.

B. DISCUSSION OF BOARD MEETING DATES FOR CALENDAR YEAR 2025.

Mr. Kornegay presented a draft schedule of board meeting dates for the calendar year 2025 for discussion.

Discussion:

- Rural County Days, March 19-20, 2025.
- Innovation and Policy Conference, September 17-18, 2025.
- Legislative Conference, November 19-25, 2025.
- Move the June 19th meeting date to June 17th due to the Juneteenth holiday.

Consensus to accept the proposed board meeting schedule, including changes discussed, for the calendar year 2025.

10. COUNTY ATTORNEY REPORTS – RICHARD KOMANDO -none

11. COMMISSIONER’S COMMENTS

General comments from the board expressing gratitude to the linemen and first responders for their efforts during recent storm events.

Commissioner Dougherty:

- Acknowledgement of the illness and recovery of Scott Kornegay’s mother.

Vice Chair Riddick:

- Remarks thanking fire rescue and the sheriff’s office for their responsiveness to a recent house fire.

12. CHAIR’S COMMENTS

ADJOURN: There being no further business, the meeting adjourned at 8:06 p.m.

**BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA**

CAROLYN SPOONER, CHAIR

ATTEST:

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY: RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: November 21, 2024

AGENDA ITEM: Meeting minutes from 11/5/2024.

DEPARTMENT: Clerk of Court

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

November 5, 2024

9:30 A.M.

Bradford County Courthouse

945 North Temple Avenue

Starke, Florida 32091

MEETING MINUTES

BOARD MEMBERS PRESENT: Commissioner District 1 – Chair Carolyn Spooner
Commissioner District 4 – Vice-Chair Danny Riddick
Commissioner District 2 – Kenny Thompson
Commissioner District 3 – Joseph C. Dougherty
Commissioner District 5 – Diane Andrews

PRESS PRESENT: None

STAFF MEMBERS IN ATTENDANCE: County Manager Scott Kornegay; Executive Assistant Amanda Brown; County Attorney Rob Bradley; Clerk Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Public Works Director Jason Dodds; and Fire Chief Ben Carter.

1. CALL TO ORDER: Chair Spooner called the meeting to order at 9:30 A.M.

2. PUBLIC COMMENTS

- Johnny Williams with the ARC of Bradford County
- Bill Strassberger
- Vyunda Strong

3. APPROVAL OF CONSENT AGENDA ITEMS:

- A. MEETING MINUTES FROM 10-1-2024.**
- B. 2025 COMMISSION MEETING DATES.**
- C. 2025 HOLIDAY SCHEDULE.**
- D. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION EXTENDING A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE (THIRD EXTENSION OF LOCAL STATE OF EMERGENCY PROCLAMATION FOR HURRICANE HELENE – OCTOBER 15, 2024 – OCTOBER 22, 2024).**
- E. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA CONFIRMING A PROCLAMATION OF THE EXTENTION OF A LOCAL STATE OF EMERGENCY IN BRADFORD COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE (EXTENSION OF LOCAL STATE OF EMERGENCY PROCLAMATION FOR HURRICANE MILTON – OCTOBER 15, 2024 – OCTOBER 22, 2024).**
- F. AGREEMENT BETWEEN THE COUNTY AND THE PLANNING COUNCIL FOR ANNUAL MONITORING OF HAZARDOUS WASTE GENERATORS (\$7,882).**
- G. AGREEMENT BETWEEN THE COUNTY AND THE PLANNING COUNCIL FOR LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES (\$13,000).**
- H. APPROVAL OF INVENTORY SURPLUS/DELETE LIST.**
- I. APPROVAL OF TDC INVOICES: CHRISTMAS ON CALL STREET, WINTERFEST, BREAKFAST WITH SANTA (\$4,500).**

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the consent agenda minus items F and G. Said motion was amended by Commissioner Dougherty, with no objection from the board, and restated as follows:

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Thompson to approve the consent agenda minus item G

Discussion:

- Approval of Item F would have no bearing on Item G.
- Several respondents to the RFQ (Requests for Qualifications) for continued professional services (engineering and/or surveying and mapping services) offer planning services.
- Reported issues of North Florida Regional Planning Council.
- Request that Item G be placed on a future agenda for further discussion.

Motion Carries 5-0

4. CLERK REPORTS – DENNY THOMPSON – no reports

In response to public comments made by Vyunda Strong, Clerk Thompson advised that the surplus list on the consent agenda (item 3-H) includes vehicles that are nearly 20 years old with high mileage.

5. SHERIFF REPORTS – GORDON SMITH – no reports

6. COUNTY MANAGER REPORTS – SCOTT KORNEGAY

A. REQUEST FOR QUALIFICATIONS (RFQ) RESPONSES AND APPROVAL TO ENTER CONTRACT NEGOTIATIONS WITH SELECTED FIRMS.

Mr. Kornegay supplied a scoring sheet on the firms that responded to the RFQ for professional services (engineering and/or surveying and mapping) for the board's assessment and consideration when deciding which firms to negotiate contracts with.

It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Riddick to go forward with all nine consultants.

Discussion:

- Interest in reviewing the top 4 firms for further engagement.
- Interest to work with all firms who responded to the RFQ.
- There is no fee to have each company under contract; fees are assessed at the time services are provided.
- At the board's subsequent meeting, staff will introduce the companies that provide planning services for more discussion.

Motion Carries 5-0

❖ COMMUNITY PARAMEDICINE PROGRAM

Mr. Kornegay shared a video from the Florida Department of Health that featured Fire Rescue Chief Ben Carter and other agencies highlighting the benefits of the community paramedic program.

❖ EMS PROVIDER OF THE YEAR AWARD

Mr. Kornegay shared a video from the Florida Department of Health where Bradford County Fire Rescue received an EMS Provider of The Year Award during an EMS Advisory Committee meeting in Naples, Florida.

Chief Carter recognized the following staff members from his grant writing team for all their hard work in securing grant funds for advanced medical technology and presented them with a letter of accommodation.

- Amanda Reeder, Paramedic
- Brian Dean, Paramedic
- Breanna Yost, EMT

Chief Carter recognized Captain Loomis who shared a demonstration on the use of a Hamilton T-1 ventilator.

Discussion:

- Comments expressing appreciation to Chief Carter and his team.
- Ventilator devices are on all frontline ambulances.
- Both Alachua and Bradford were nominated for the EMS Provider of the Year Award.
- The cost of one Hamilton T-1 ventilator is \$21,000.
- Legislators are working to allow insurance companies to bill for services provided by the community paramedicine program.

7. COUNTY ATTORNEY REPORTS – ROB BRADLEY

- Comments that Bradford County is fortunate to have a high standard of medical care.

8. COMMISSIONER’S COMMENTS

Commissioner Dougherty

- Recognized Rob Bradley, Representative Bobby Payne, and Senator Jennifer Bradley for their efforts and support of the Black Creek Restoration Project that will help replenish lakes in Keystone Heights.

9. CHAIR’S COMMENTS

- As she runs for reelection, she expressed gratitude for her time as a county commissioner and expressed excitement about the chance to serve once more.

ADJOURN: There being no further business, the meeting adjourned at 10:20 a.m.

**BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA**

CAROLYN SPOONER, CHAIR

ATTEST:

DENNY THOMPSON, CLERK TO THE BOARD

MINUTES PREPARED BY:

RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: 11/21/2024

AGENDA ITEM: Grant 24-10-03

DEPARTMENT: Communication

PURPOSE: AK MAINTENANCE

GRANT AWARD: \$30,050.00

BUDGET LINE (G/L #):

Additional Terms and Conditions for Rural Grant

24-10-03

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and [Bradford County] (“Grantee”), collectively referred to as the “Parties.” The terms of this Agreement encompass and supplement the terms and conditions contained in W Form 1A, 911 Rural County Grant Program (the “Application”), incorporated by reference in Rule 60FF1-5.002, Florida Administrative Code (F.A.C.), and the Grantee’s award letter.

1. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Trust Fund to provide grants to counties for the purpose of upgrading 911 systems. The Department has the authority, pursuant to section 282.702, Florida Statutes (F.S.), to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

2. GENERAL TERMS AND CONDITIONS

2.1. The Application, the Grantee’s award letter, and these Additional Term and Conditions for Rural Grant, including its attachments and exhibits (collectively referred to as the “Agreement”), contain all of the terms and conditions agreed upon by the Parties. If there are any conflicting provisions between the documents that make up the Agreement, the following order of precedence applies:

- 2.1.1. These Additional Term and Conditions for Rural Grant;
- 2.1.2. Attachment 1, Audit Requirements for Awards of Assistance (including Exhibit 1);
- 2.1.3. the Grantee’s award letter; and
- 2.1.4. the Grantee’s submitted Application.

2.2. In accordance with sections 365.172 and 365.173, F.S., the Grantee shall perform the tasks specified herein in accordance with the terms and conditions of this Agreement.

2.3. The term of this Agreement begins on October 24, 2024, and ends October 23, 2026, two (2) years thereafter.

2.4. The Parties shall be governed by all applicable state and federal laws, rules, executive orders, and regulations, including, but not limited to, those identified in the “Applicable Statutes and Regulations” table, below. Any express reference in this Agreement to a statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies. Failure to comply may affect the current grant award and future grant awards.

- 2.4.1. The Grantee shall comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at the Florida Department of Financial Services, Division of Accounting and Auditing, website.

2.5. The method of payment for this agreement is cost-reimbursement or rural payment pursuant to section 215.971(1)(h), F.S. This Agreement shall not exceed the amount specified on the Grantee’s award letter, and payment shall only be issued by the Department after acceptance of the Grantee’s performance as set forth by the terms and conditions of this Agreement. No renewals of this Agreement are available.

- 2.5.1. Advance payments may be permitted under this agreement in accordance with Florida law and the Reference Guide for State Expenditures. Grantee shall provide DMS with all necessary information in furtherance of facilitating an advanced payment which conforms with the Agreement terms and all applicable legal requirements.

2.5.2. Any reduction of grant expenditures approved by the Emergency Communications Board does not require a grant amendment to this Agreement.

2.6. The Grantee agrees to use the funds awarded under this Agreement only for costs directly incurred for the grant project activities specified in the Application. Costs must be reasonable, necessary, allocable, and allowable for the approved project and only incurred during the term of this Agreement.

2.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.

2.6.2. The Grantee shall refund to the Department any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.

2.7. The Grantee shall submit the final request for reimbursement or payment and supporting documentation for incurred obligations to the Department no later than 120 days after expiration of this Agreement.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon annual appropriation by the Legislature and is subject to any modification in accordance with either Chapter 216, F.S., or the Florida Constitution.

4. MODIFICATION

4.1. The Scope of Work in the Application is hereby modified to specify the following deliverable(s):

Deliverable No. 1 – Tasks to (911 System Maintenance)		
Performance Standard	Documentation	Financial Consequences
<i>Complete all work to complete (911 System Maintenance) in accordance with the Grantee’s contract with its vendor.</i>	1) The Grantee shall submit reimbursement or payment claims in accordance with Section 15, below. 2) The Grantee shall submit copies of: <ul style="list-style-type: none"> a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables. 	If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions: <ul style="list-style-type: none"> 1. Temporarily withhold cash payments pending correction of the deficiency by Grantee; 2. Disallow all or part of the cost of the activity or action not in compliance; 3. Wholly or partly suspend or terminate the current award for the Grantee; 4. Suspend or deny future grant awards; or 5. Take other remedies that may be legally available. DMS will provide no reimbursement or payment for any improvement that does not meet the standards established in this Agreement.
TOTAL REIMBURSABLE OR PAYMENT AMOUNT NOT TO EXCEED \$30,050.00		

5. CONTACTS AND NOTICE

5.1. In accordance with section 215.971(2), F.S., the Department's Grant Manager is responsible for enforcing performance of this Agreement's terms and conditions and will serve as the Department's liaison with the Grantee. As part of his or her duties, the Department's Grant Manager will:

- 5.1.1. Monitor and document the Grantee's performance of the terms of this Agreement, which may include but shall not be limited to, onsite visits by DMS staff, limited scope audits, or desktop monitoring;
- 5.1.2. Review all documentation for which the Grantee requests payment; and
- 5.1.3. Reconcile and verify all funds received against all funds expended during the period of this Agreement and produce a final reconciliation report that identifies any funds paid in excess of the expenditures incurred by the Grantee.

The Department's Grant Manager responsible for the administration of this Agreement is:

Terry Obsaint
4030 Esplanade Way
Tallahassee, FL 32304

5.2. The Grantee's Grant Manager is responsible for monitoring the performance of this Agreement's terms and conditions and will serve as the Grantee's liaison with the Department. As part of his or her duties, the Grantee's Agreement Manager shall provide all reports, as well as any other required documents under this Agreement, to the Emergency Communications Board in accordance with Section 9, Grant Reporting Procedures, of the Application.

The Grantee's Grant Manager responsible for the administration of this Agreement is:

Nicole Dowell
P.O. Box 400
Starke, FL 32091

5.3. In the event that different managers or addresses are designated by either party after execution of this Agreement, a notice of the name, title, and address of the new Grant Manager will be provided to the other party in writing. Such changes do not require a formal written amendment to the Agreement.

5.4. All notices from both Parties, other than the notice of award and notices related to the business of the Emergency Communications Board, shall be effective when placed in the United States, first-class mail, postage prepaid, by registered or certified mail, return receipt requested, to the addresses above.

6. AUDIT REQUIREMENTS

6.1. The Grantee shall retain all its records, financial records, supporting documents, statistical records, and any other documents, including electronic storage media, pertinent to this Agreement in accordance with the record retention requirements of Part V of Attachment 1, Audit Requirements for Awards of

State Financial Assistance. The Grantee shall cooperate with the Department to facilitate the duplication and transfer of such records or documents upon the Department's request.

- 6.2. The Grantee shall maintain books, records, and documents in accordance with the generally accepted accounting principles to sufficiently and properly reflect all expenditures of funds provided by the Department under this Agreement.
- 6.3. The Grantee shall comply with all applicable requirements of section 215.97, F.S., and Attachment 1, Audit Requirements for Awards of State Financial Assistance. If the Grantee is required to undergo an audit, the Grantee shall disclose all related party transactions to the auditor.

7. RECORDS

- 7.1 As required by section 215.97, F.S., and Rule 69I-5.006, F.A.C, the Department, the Department of Financial Services, and the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Grantee which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Grantee's personnel for the purpose of interview and discussion related to such documents. This provision does not limit the Department's authority to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state awarding agency inspector general, the Auditor General, or any other state official.
- 7.2 The Grantee shall maintain all records, including those pertaining to any and all contractors, subcontractors, and consultants to be paid from funds provided under this Agreement and further including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Application, and all other applicable laws and regulations, for the longer of five (5) years after the end of the performance period specified in the table above and all pending matters or the period required by the General Records Schedules maintained by the Florida Department of State.
- 7.3 If the Grantee's record retention requirements terminate prior to the requirements stated herein, the Grantee may meet the Department's record retention requirements for this Agreement by transferring its records to the Department at that time, and by destroying duplicate records in accordance with section 501.171, F.S., and, if applicable, section 119.0701, F.S. The Grantee shall adhere to established information destruction standards such as those established by the National Institute of Standards and Technology Special Publication 800-88, "Guidelines for Media Sanitization" (2006). See <http://csrc.nist.gov>.
- 7.4 In accordance with section 216.1366, F.S., the Grantee shall permit the Department to inspect the Grantee's financial records, papers, and documents that are directly related to the performance of the Agreement or the expenditure of state funds and the programmatic records, papers, and documents that the Department determines are necessary to monitor the performance of the Agreement or to ensure that the terms of the Agreement are being met. The Grantee shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

8. PUBLIC RECORDS

The Grantee, an agency as defined in section 119.011(2), F.S., must comply with the requirements of Chapter 119, F.S., in the performance of its obligations under this Agreement. The Grantee must also ensure that

any contractors and subcontractors that perform work pursuant to this Agreement comply with the requirements of Chapter 119, F.S., as applicable.

9. LIABILITY

- 9.1. The Grantee is solely responsible to parties it deals with in carrying out the terms of this Agreement and, subject to the limitation of section 768.28, F.S., the Grantee shall hold the Department harmless against all claims of whatever nature by third parties arising from performance under this Agreement.
- 9.2. The Grantee, a subdivision as defined in section 768.28, F.S., agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Department and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, F.S. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity by the Grantee. Nothing in this Agreement may be construed as consent by a state agency or subdivision of the state to be sued by third parties in any matter arising out of any contract.

10. EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), the Department shall have the right to terminate further payment of funds under this Agreement, and the Department may exercise any of its remedies as set forth in Section 11. Remedies of this agreement. However, the Department may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies and without becoming liable to make any further payment. The Events of Default are:

- 10.1. If any warranty or representation made by the Grantee in this Agreement or any previous agreement with the Department is or becomes false or misleading in any respect;
- 10.2. If the Grantee fails to keep or timely perform any of the obligations, terms, or covenants in this Agreement or any previous agreement with the Department and has not cured them in a timely fashion;
- 10.3. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.4. If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete, or insufficient information.

11. REMEDIES

If an Event of Default occurs, then the Department shall provide a written notice to the Grantee, and, upon the Grantee's failure to cure the default within the thirty (30) calendar days, the Department may exercise any one (1) or more of the following remedies, either concurrently or consecutively:

- 11.1. Terminate this Agreement in accordance with Section 12, Termination, below;
- 11.2. Withhold or suspend the payment of all or any part of a request for payment;
- 11.3. Exercise any corrective or remedial actions, including but not limited to:
 - 11.3.1. Request additional information from the Grantee to determine the reasons for or the extent of non-compliance or lack of performance;
 - 11.3.2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
 - 11.3.3. Advise the Grantee to suspend, discontinue, or refrain from incurring costs for any activities in question.

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

12. TERMINATION

- 12.1. Termination Due to the Lack of Funds. If funds become unavailable for the Agreement's purpose, such an event will not constitute a default by the Department or the State. The Department agrees to notify the Grantee in writing at the earliest possible time if funds are no longer available. In the event that any funding identified by the Grantee as funds to be provided for completion of the project as described herein becomes unavailable, including if any State funds upon which this Agreement depends are withdrawn or redirected, the Department may terminate this Agreement by providing written notice to the Grantee. The Department will be the final authority as to the availability of funds.
- 12.2. Termination for Cause. The Department may terminate this Agreement for cause after ten (10) days of a written notice, which will be issued after the 30-day cure period ends. Cause includes, but is not limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, and regulations, failure to perform on time, or refusal to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., unless exempt from Section 24(a) of Article I of the State Constitution and section 119.07(1), F.S., or applicable state or federal law, which the Grantee created or received under this Agreement.
- 12.3. Termination for Convenience. The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds by providing the Grantee with thirty (30) calendar days' prior written notice.
- 12.4. Mutual Termination. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- 12.5. Grantee Responsibilities upon Termination. Upon notice of termination, the Grantee shall:

- 12.5.1. Not incur new obligations for the terminated portion of the Agreement; and
- 12.5.2. Cancel as many outstanding obligations as possible. Costs incurred after the receipt of the termination notice are disallowed. The Grantee shall not be relieved of liability to the Department because of any breach of this Agreement by the Grantee. The Department may, to the extent authorized by law, withhold payments to the Grantee for the purpose of set-off until the exact amount of damages due to the Department from the Grantee is determined.

13. RESULTING THIRD PARTY CONTRACTS AND SUBCONTRACTS

- 13.1. The Grantee may contract with third parties to perform work in accordance with its Application. The Grantee remains fully responsible for the satisfactory completion of any and all work performed by any contractor(s) and subcontractor(s).
 - 13.1.1 If the Grantee contracts all or part of the work contemplated under this Agreement, including entering into contracts with vendors for services, it is understood by the Grantee that all such contract arrangements shall be evidenced by a written document containing all provisions necessary to ensure the contractor's compliance with applicable state and federal laws. The Grantee further agrees that the Department shall not be liable to the contractor for any expenses or liabilities incurred under the contract and that the Grantee shall be solely liable to the contractor for all expenses and liabilities incurred under the contract. The Grantee's contractor(s) or subcontractor(s) shall indemnify and hold the Department harmless against all claims to the extent allowed by the law, and at its expense will defend the Department against such claims; and
- 13.2. With the Grantee's approval, the Grantee's contractor may subcontract work performed, and the Grantee's contractor will be fully responsible for satisfactory completion of all subcontracted work; and
- 13.3. The Grantee's contractor(s) or subcontractor(s) shall disclose to the Grantee and the Department if it is on the Convicted Vendor List identified in section 287.133(2), F.S., or the Discriminatory Vendor List identified in section 287.134(2), F.S.

14. MANDATED CONDITIONS

- 14.1. The Grantee and its contractors and subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Agreement, the Grantee certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Grantee must obtain an affidavit from its contractors and subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Agreement.
- 14.2. This section serves as notice to the Grantee regarding the requirements of section 448.095, F.S., specifically sub-paragraph (5)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Grantee has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Grantee and order the immediate termination of the contract between the Grantee and a contractor and a subcontractor performing work on its behalf for this Agreement should the Department have a good faith belief that the contractor or subcontractor has knowingly violated section 448.09(1), F.S.
- 14.3. In accordance with sections 11.062 and 216.345, F.S., funds received under this Agreement are not to be used for the purpose of lobbying or used to directly or indirectly influence legislation or any other official action by the Florida Legislature, the judicial branch, or any state agency.

- 14.4. Pursuant to section 215.971(1)(h), F.S., if the Grantee is a Rural Community or Rural Area of Opportunity as those terms are defined in section 288.0656(2), F.S., the Grantee may request that the Department provide for the payment of invoices for verifiable and eligible performance that has been completed in accordance with the terms and conditions set forth in this Agreement. The Grantee shall submit its request to elect to receive rural payment, including any financial hardship documentation, in writing to the Department's Grant Manager specified in this Agreement. Following demonstration of financial hardship and the initial request to elect to receive rural payment, subsequent requests for payment and all necessary documentation for incurred and appropriate costs shall be submitted in writing to the Grant Manager.

15. MISCELLANEOUS

- 15.1. Governing Law and Venue. This Agreement shall be construed under the laws of the State of Florida, and the venue for any legal or equitable action that arises out of or relates to this Agreement shall be in the Circuit Court of Leon County; in any such action, the Parties waive any right to jury trial.
- 15.2. Payment and Invoicing
- 15.2.1. Payment Process. Subject to the terms and conditions established in this Agreement and the billing procedures established by the Department, the Department agrees to pay the Grantee in accordance with section 215.422, F.S. The applicable interest rate can be obtained at: <http://www.myfloridacfo.com/Division/AA/Vendors/default.htm>.
- 15.2.2. Invoicing. The Grantee shall submit all claims for reimbursement, progress payment, and rural payment as described in Section 8, Financial and Administrative Requirements, of the Application. After receipt of the reimbursement claim, and in accordance with the payment provisions established in this Agreement, the Department shall disburse the amount of funds approved by the Board. For requests for payment of invoices for verifiable and eligible performance for a rural community or rural area of opportunity pursuant to section 215.971(1)(h), F.S., the Grantee shall submit all supporting documentation required for payment including, but not limited to, copies of purchase orders, invoices, and any other expenditure justifications.
- 15.2.3. Invoice Detail. Invoices submitted by the Grantee must fulfill all requirements specified in the scope of work and include all supporting documentation, when applicable. The Grantee shall also submit invoices in sufficient detail to fulfill all applicable requirements of the State of Florida Reference Guide for State Expenditures. All charges for reimbursement or payment of expenses authorized by the Board shall be submitted to the Department in sufficient detail for a proper pre-audit and post-audit to be performed.
- 15.3. Intellectual Property. Where activities supported by this Agreement result in the creation of intellectual property rights, the Grantee shall notify the Department, and the Department will determine whether the Grantee will be required to grant the Department a perpetual, irrevocable, royalty-free, nonexclusive license to use, and to authorize others to use for State government purposes, any resulting patented, copyrighted, or trademarked work products developed under this Agreement. The Department will also determine whether the Grantee will be required to pay all or a portion of any royalties resulting from such patents, copyrights, or trademarks.
- 15.4. Conflict of Interest. This Agreement is subject to Chapter 112, F.S. The Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. The Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a five percent (5%) interest in the Grantee or its affiliates.

- 15.5. Non-Discrimination. The Grantee shall not unlawfully discriminate against any individual employed in the performance of this Agreement due to race, religion, color, sex, physical handicap unrelated to such person’s ability to engage in this work, national origin, ancestry, or age. The Grantee shall provide a harassment-free workplace, and any allegation of harassment shall be given priority attention and action.
- 15.6. Electronic Funds Transfer Enrollment. The Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State’s Chief Financial Officer, within thirty (30) days of the date the last Party signed this Agreement. Copies of the authorization form and a sample blank enrollment letter can be found at: <http://www.myfloridacfo.com/Division/AA/Vendors/>. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.
- 15.7. Survival. Any right or obligation of the parties in this Agreement which, by its express terms or nature and context, is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.
- 15.8. Severability. If any provision of this Agreement is in conflict with any applicable statute or rule or is unenforceable, then the provision shall be null and void to the extent of the conflict and shall be severable but shall not invalidate any other provision of this Agreement.

I hereby affirm my authority to bind the Grantee and affirm the Grantee’s authority and responsibility for the use of the funds requested.

Grantee

Signature of County Representative authorized to bind the Grantee

Date: _____

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

This is a non-exhaustive list of statutes and regulations. The Grantee shall be aware of and comply with all State and Federal laws, rules, policies, and regulations relating to its performance under this Agreement.

General Requirements

Florida Statutes (F.S.)
§ 11.062, F.S. - Use of state funds for lobbying prohibited; penalty
§ 20.055, F.S. - Agency inspectors general
<i>Chapter 112, F.S. - Public Officers and Employees: General Provisions</i>
<i>Chapter 119, F.S. - Public Records</i>
§ 215.34, F.S. - State funds; non-collectible items; procedure
§ 215.422, F.S. - Payments, warrants, and invoices; processing time limits; dispute resolution; agency or judicial branch compliance
§ 215.97, F.S. - Florida Single Audit Act
§ 215.971, F.S. - Agreements funded with federal or state assistance
§215.971(1)(h), F.S. - Federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity
§ 216.301, F.S. - Appropriations; undisbursed balances
§ 216.347, F.S. - Disbursement of grants and aids appropriations for lobbying prohibited
§ 216.3475, F.S. - Maximum rate of payment for services funded under General Appropriations Act or awarded on a noncompetitive basis
§ 216.181(16), F.S.- Approved budgets for operations and fixed capital outlay
§ 273.02, F.S. - Record and inventory of certain property
§ 287.133, F.S. - Public entity crime; denial or revocation of the right to transact business with public entities
§ 287.134, F.S. - Discrimination; denial or revocation of the right to transact business with public entities
§ 287.135, F.S. - Prohibition against contracting with scrutinized companies
<i>Chapter 443, F.S. - Reemployment Assistance</i>
§ 501.171, F.S. - Security of confidential personal information
Florida Administrative Code (F.A.C.)
<i>Rule Chapter 69I-5 - State Financial Assistance</i>
Memoranda
CFO Memorandum No. 02 (2012-13) - Contract and Grant Reviews and Related Payment Processing Requirements
CFO Memorandum No. 20 (2019-20) - Compliance Requirements for Agreements

State 911 Plan and Emergency Communications Board Statutes and Rules

Florida Statutes
<i>Chapter 365, F.S. - Use of Telephones and Facsimile Machines</i>
Florida Administrative Code
<i>Rule Chapter 60FF-6 - State E911 Plan</i>
<i>Rule Chapter 60FF1-5 - Emergency Communications Board</i>

Attachment 1
AUDIT REQUIREMENTS
FOR AWARDS OF STATE AND FEDERAL
FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the recipient may be subject to audits and/or monitoring by the Department, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$1,000,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through the Department by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

Part II: State Funded

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with

section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part IV: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. The Department at each of the following addresses:

Electronic copies (preferred): ECBSubmissions@dms.fl.gov

Or

Paper copies:

The Department of Management Services
Emergency Communications Board
4030 Esplanade Way
Tallahassee FL, 32399

- b. The Auditor General's Office at the following address:

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

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

3. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part V: Record Retention

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award(s) and this agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, the CFO, or Auditor General access to such records upon request. The Grantee shall ensure that audit working papers are made available to the Department, or its designee, the CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

EXHIBIT 1

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

N/A

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to this Agreement are as Follows:

N/A

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:

Matching Resources for Federal Programs:

N/A

Subject to Section 215.97, F.S.:

1. State Project: Fall 2024 Rural County Grant Program

State Awarding Agency: State of Florida, Department of Management Services
Catalog of State Financial Assistance Title: Fall 2024 Rural County Grant Program
Catalog of State Financial Assistance Number: 72.001
Amount: \$30,050.00

Compliance Requirements Applicable to State Resources Awarded Pursuant to this Agreement Are as Follows:

The compliance requirements are as stated in Grant Agreement No. (24-10-03) between the Grantee and the Department, entered in State Fiscal Year 2024-2025.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM Approval of Correction of Scrivener's Error on 2025 BoCC Meeting Dates

DEPARTMENT: County Manager

PURPOSE: The 2025 BOCC Meeting dates were approved at the 11-5-2024 regular meeting. An error was found regarding the first meeting in June. The date was listed as June 4th (Wednesday) and was corrected to June 3rd (Tuesday).

Board of County Commissioners of Bradford County, Florida

2025 Meeting Dates

BoCC Approved 11-5-2024

January 7, 2025	Tuesday	9:30 AM
January 16, 2025	Thursday	6:30 PM
February 4, 2025	Tuesday	9:30 AM
February 20, 2025	Thursday	6:30 PM
March 4, 2025	Tuesday	9:30 AM
March 18, 2025	Tuesday	6:30 PM
April 1, 2025	Tuesday	9:30 AM
April 17, 2025	Thursday	6:30 PM
May 6, 2025	Tuesday	9:30 AM
May 15, 2025	Thursday	6:30 PM
June 4, 2025 June 3, 2025	Tuesday	9:30 AM
June 17, 2025	Tuesday	6:30 PM
July 1, 2025	Tuesday	9:30 AM
July 17, 2025	Thursday	6:30 PM
August 5, 2025	Tuesday	9:30 AM
August 21, 2025	Thursday	6:30 PM
September 2, 2025	Tuesday	9:30 AM
September 25, 2025	Thursday	6:30 PM
October 7, 2025	Tuesday	9:30 AM
October 16, 2025	Thursday	6:30 PM
November 4, 2025	Tuesday	9:30 AM
November 18, 2025	Tuesday	6:30 PM
December 2, 2025	Tuesday	9:30 AM
December 18, 2025	Thursday	6:30 PM

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID NUMBER 434277-1-52-01

DEPARTMENT: County Manager

PURPOSE: Approval of the Construction and Maintenance Agreement with FDOT for the Palatka to Lake Butler Trail from CR 225/SW 102 Avenue to CR 235 and the accompanying resolution authorizing the Chair's signature.

RESOLUTION 2024- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT ID NUMBER 434277-1-52-01.

WHEREAS, the Florida Department of Transportation desires the execution of a Construction and Maintenance Agreement for the Palatka to Lake Butler Trail from CR 225/SW 102 Avenue to CR 235.

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the above-referenced project will provide a benefit to Bradford County.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Bradford County, Florida on the 21st day of November 2024, that the Chair of the Board of County Commissioners is hereby authorized to execute the Construction and Maintenance Agreement between the Bradford County Board of County Commissioners and the State of Florida, Department of Transportation for Financial Project ID Number 43427-1-52-01 (attached at Exhibit A);

IT IS FURTHER RESOLVED that staff is directed to provide to for the preparation, execution, and finalization for the agreement with the State of Florida, Department of Transportation and shall transmit, whether by physical or electronic means, any necessary copies of said agreement and this resolution to the State of Florida, Department of Transportation.

(The remainder of this page intentionally left blank.)

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting this day of September 2024.

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

BY: _____, its
Chairman

ATTEST:

BY: DENNY THOMPSON,
Clerk to the Board

APPROVED TO FORM AND LEGAL SUFFICIENCY:

BY: RICH KOMANDO,
County Attorney

EXHIBIT A

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and Bradford County ("Agency").

1. The term "Property" shall refer to certain real property located in Bradford County, Florida, owned by the Agency and more particularly described as County Road 235 ("CR 235") and shown in red in attached **Exhibit "A"**; and
2. The term "Multi-Use Trail" means and shall refer to the construction of a 12 feet asphalt/concrete bike path/trail for approximately 4.1 miles commencing at County Road 225/SW 102 Avenue to CR 235 as shown in yellow in attached **Exhibit "B" Composite B-1 through B-16**; and
3. The Department will be constructing a Multi-Use Trail project "Project" under Financial Project Number 434277-1-52-01; and
4. The term "Improvements" means and shall refer to all signing and pavement markings for the Multi-Use Trail, as more particularly shown in green of the attached **Exhibit "C" Composite C-1**; and
5. The Department shall fund construction of the Project, which is wholly contingent upon appropriation of funds to the Department; and
6. The Department shall construct the Project; and
7. Upon completion of the Project, the Agency shall perpetually own, operate, repair and maintain the Improvements on the Multi-Use Trail; and
8. The Agency by Resolution _____ dated _____ authorizes its representative to enter into this Agreement, see attached **Exhibit "D"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the foregoing recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and the attached Exhibits are specifically incorporated herein by reference and made part of this Agreement.

2. EFFECTIVE DATE

The effective date of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. ACCESS

This Agreement authorizes the Department to access the Property for the limited purpose of performing this Agreement.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date and concluding on the anniversary of the Effective Date. This Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department in writing.

5. E-VERIFY

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

6. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

7. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

8. PRECONSTRUCTION ACTIVITIES

The Department is hereby authorized to act on the Agency's behalf and engage in various preconstruction activities related to the Improvement. The Department is under no obligation to engage in preconstruction activities and the decision to do so shall be within the Department's sole discretion. Preconstruction activities include, by way of example and without limitation, the acquisition of right of way or assistance in obtaining various permits. In those instances where the Department acquires right of way or a permit on behalf of the Agency, regardless of whether the Department or the Agency provides the funding, the Agency shall immediately accept the right of way or permit upon delivery by the Department without condition or delay.

9. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

10. FEDERAL NON-PARTICIPATION/FUNDING

A. The parties agree that any Improvement constructed on the Property will be compensable by the Department only if such items are deemed to be federal participating as determined in accordance with the Federal Aid Policy Guide 23, CFR Section 635.120 ("CFR"). Examples of non-participating items may include, without limitation, the following: fishing piers; premium costs due to design or CEI errors/omissions; material or equipment called for in the plans but not used in construction of the Improvement.

B. The example items listed in paragraph A, above, are not intended to be an exhaustive list. A determination of an item as a federal non-participating cost, shall be made in the Department's sole discretion and, without limitation, in accordance with the CFR. Any item or Improvement deemed to be a federal non-participating item shall be funded at the sole expense of the Agency.

a. Should the Department identify a federal non-participating item, the Agency shall provide a deposit for the amount of the federal non-participating item to the Department within fourteen (14) calendar days of the Department's determination and notification of the same to the Agency.

b. The Department shall notify the Agency as soon as it is determined that a non-participating federal item exists; however, failure of the Department to so notify the Agency shall not relieve the Agency of its obligation to pay for the entire amount of all federal non-participating costs accrued during the construction of the Improvement and upon final accounting.

c. In the event the Agency cannot provide the deposit within fourteen (14) calendar days, a letter, prior to expiration of that time, must be submitted to and approved by the Department's

contract manager establishing a mutually agreeable date of deposit.

d. The Agency understands the extension of time, if so approved, may delay construction of the Improvement, and additional federal non-participating costs may be incurred due to the delay.

C. The Department intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three hundred sixty days (360) of final payment to the Contractor. The Department considers the Project complete when the final payment has been made to the Contractor, not when the construction work is complete. All federal non-participating fund cost records and accounts shall be subject to audit by a representative of the Agency for a period of three (3) years after final close out of the Project. The Agency will be notified of the final federal non-participating costs of the Project. Both parties agree that in the event the final accounting of total federal non-participating costs pursuant to the terms of this Agreement is less than the total deposits to date, a refund of the excess will be made by the Department to the Agency. If the final accounting is not performed within three hundred and sixty (360) days, the Agency is not relieved of its obligation to pay. In the event the final accounting of total federal non-participating costs is greater than the total deposits to date, the Agency will pay the additional amount within forty (40) calendar days of the date of the invoice from the Department.

D. The payment of funds pursuant to this Agreement provision will be made directly to the Department for deposit.

11. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall perpetually operate, maintain and repair the Improvements therein at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. The Agency specifically agrees to operate, maintain and repair the Improvements in accordance with the terms and provisions of this Agreement including applicable Governmental Law, and the Department be required to perform such operation, maintenance, or repair under the authority of and pursuant to the directives of *23 CFR 1.27* and *Title 23, Section 116, U.S. Code*, the Agency agrees that it shall be fully responsible to the Department for repayment of any funds expended by the Department for the operation, maintenance, or repair of the Improvement. The Department shall invoice the Agency for any operation, maintenance, or repair expenses charged to the Department, and the Agency shall pay such invoices in accordance with the Payment section of this Agreement. Nothing in this Agreement shall relieve the Agency of its financial obligations to the Department should this occur. Unless otherwise agreed to with specificity by the parties, nothing within this Agreement shall obligate the Department to maintain or repair the Improvements, said obligations to remain the sole responsibility of the Agency.

B. Items to be maintained by the Agency shall include, but are not limited to: signing and pavement marking on the Agency Property.

C. If the Department determines that the Agency is not maintaining and repairing the Property and the Improvements in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

D. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Multi-Use Trail Project and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

E. If at any time in the sole determination of the Department, the integrity or safety of the Property and the Multi-Use Trail Project requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the

circumstances. The Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. No action taken by the Department shall relieve any obligation of the Agency pursuant to the terms and conditions of this Agreement. The Agency's failure to perform any of the Agency's maintenance responsibilities of the Improvements Project as required by this Agreement, may impact Department funding participation in future Agency projects.

12. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

13. INDEMNIFICATION

A. To the extent permitted by law, the Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

14. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4) Florida Statutes, as the same may be amended from time to time.

15. NOTICE

All notices, communications and determinations between the parties hereto and those required by the Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Gainesville Maintenance Engineer
5301 NE 39th Avenue
Gainesville, FL 32609

Agency: Bradford County

Attention: Scott Kornegay
945 North Temple Avenue
Starke, FL 32091

16. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

17. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

18. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

19. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

20. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

21. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

22. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

23. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

25. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

26. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

27. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

28. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

29. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

30. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

31. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

32. PUBLIC RECORDS

The Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department

with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

33. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of twenty-seven (27) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two Secretary

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Agency: Bradford County

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

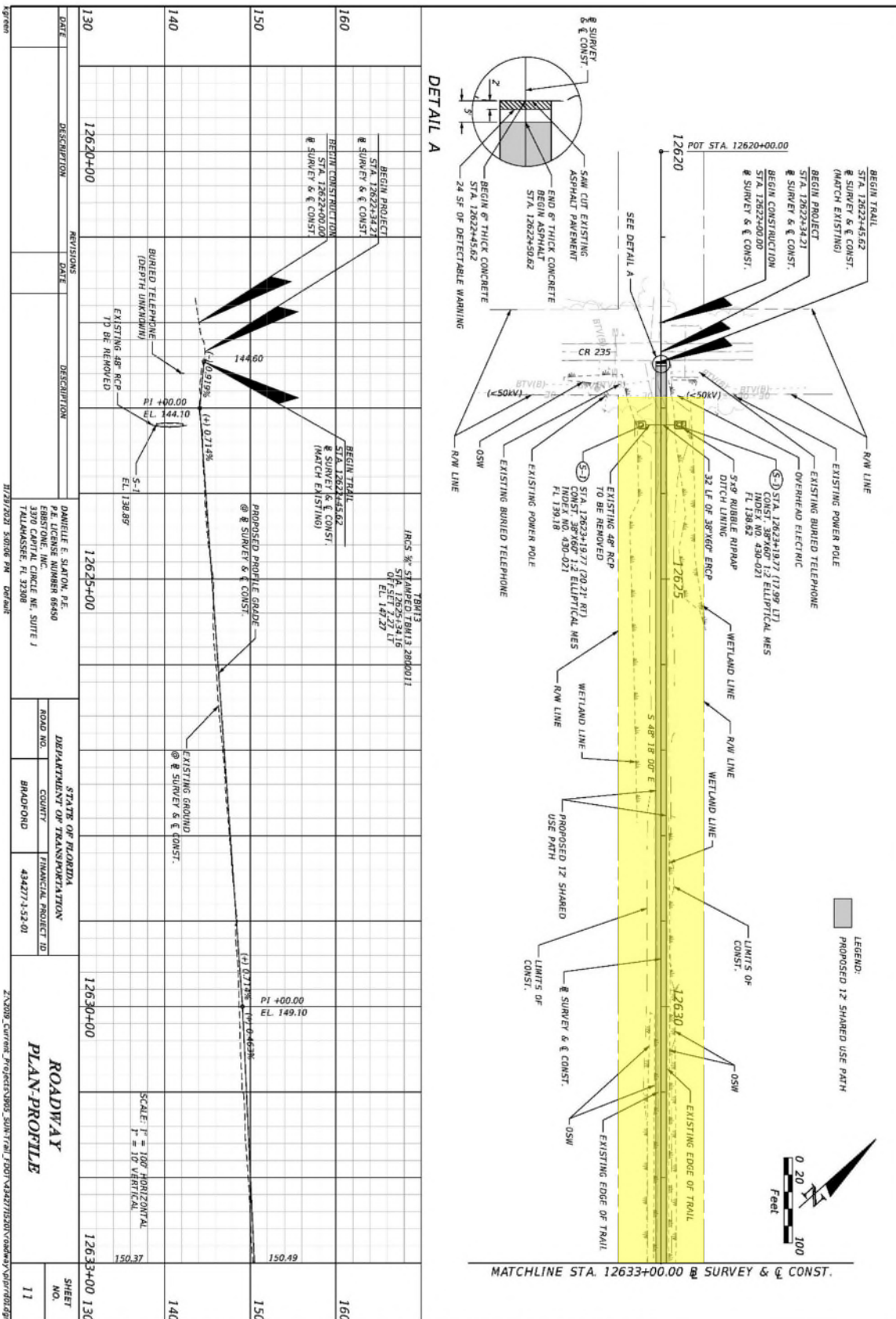
By: _____
Legal Counsel for Agency

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EXHIBIT "A"
Composite A-1



EXHIBIT "B"
Composite B-1

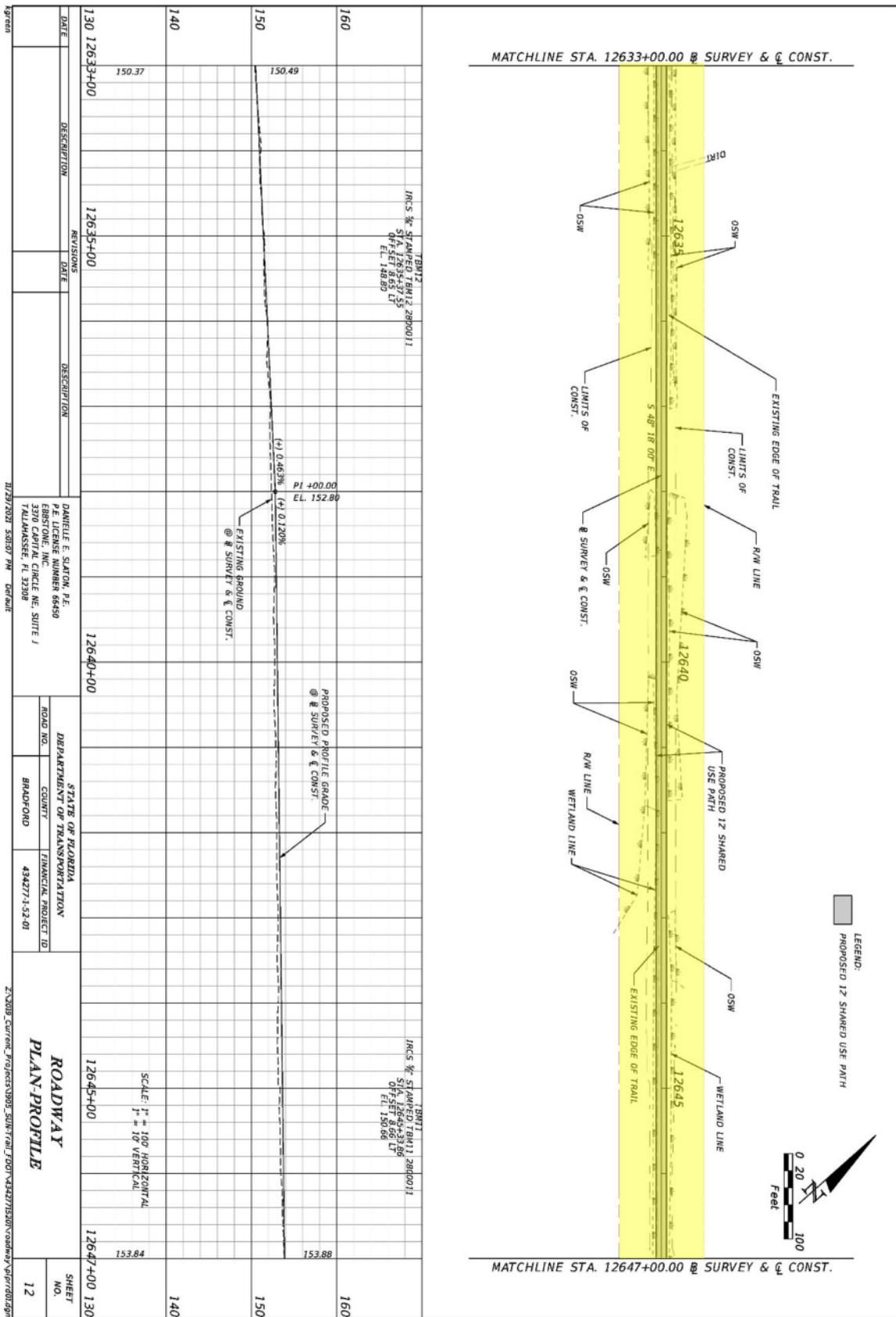


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATION	DESCRIPTION
12620+00	BEGIN PROJECT STA 12622+34.21 SURVEY & CONST. STA 12622+00.00 MATCH EXISTING
12625+00	BEGIN TRAIL STA 12622+45.62 SURVEY & CONST. STA 12622+00.00 MATCH EXISTING
12630+00	BURNED TELEPHONE (DEPTH UNKNOWN) EXISTING AP RCP TO BE REMOVED
12633+00	BURNED TELEPHONE (DEPTH UNKNOWN) EXISTING AP RCP TO BE REMOVED

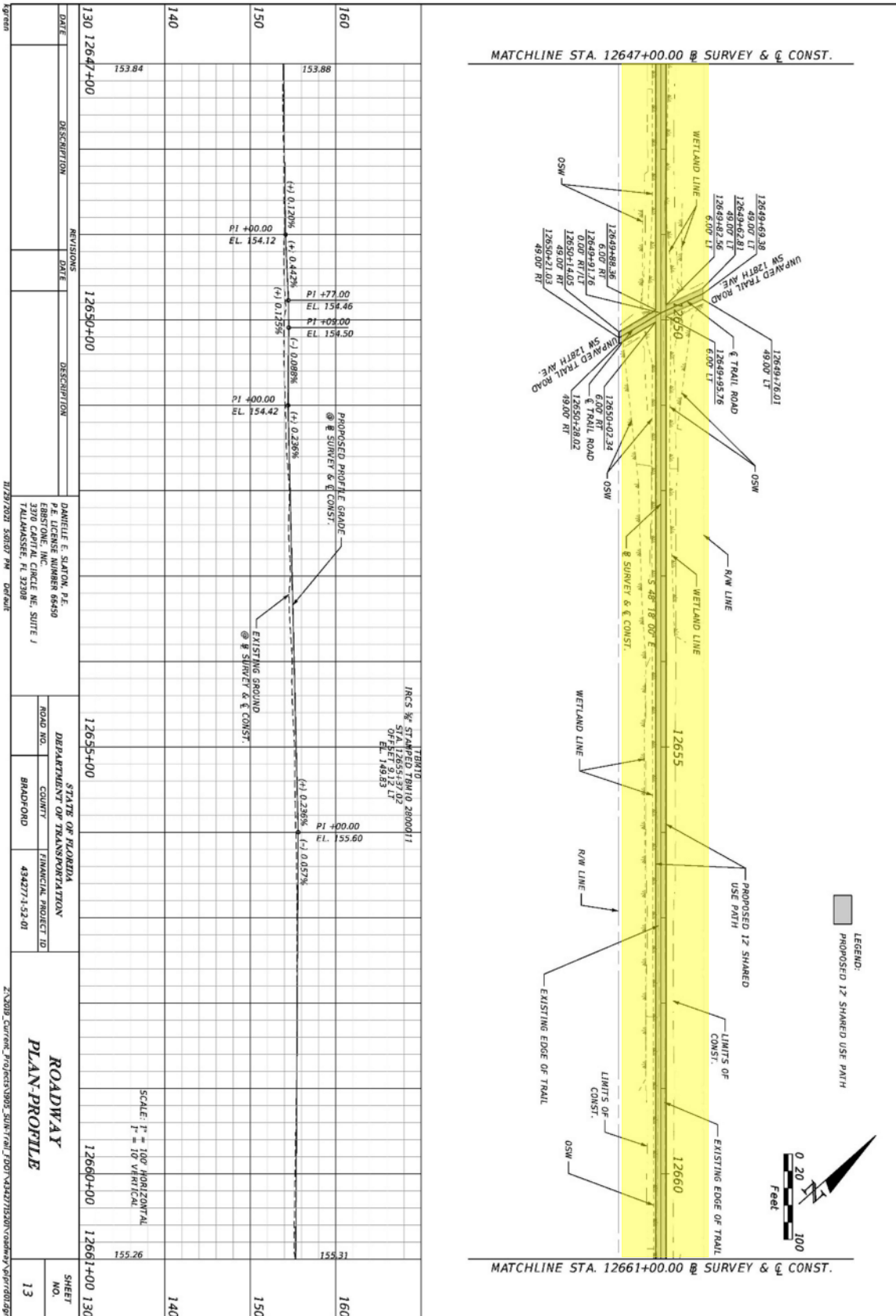
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**EXHIBIT "B" Cont'd
Composite B-2**



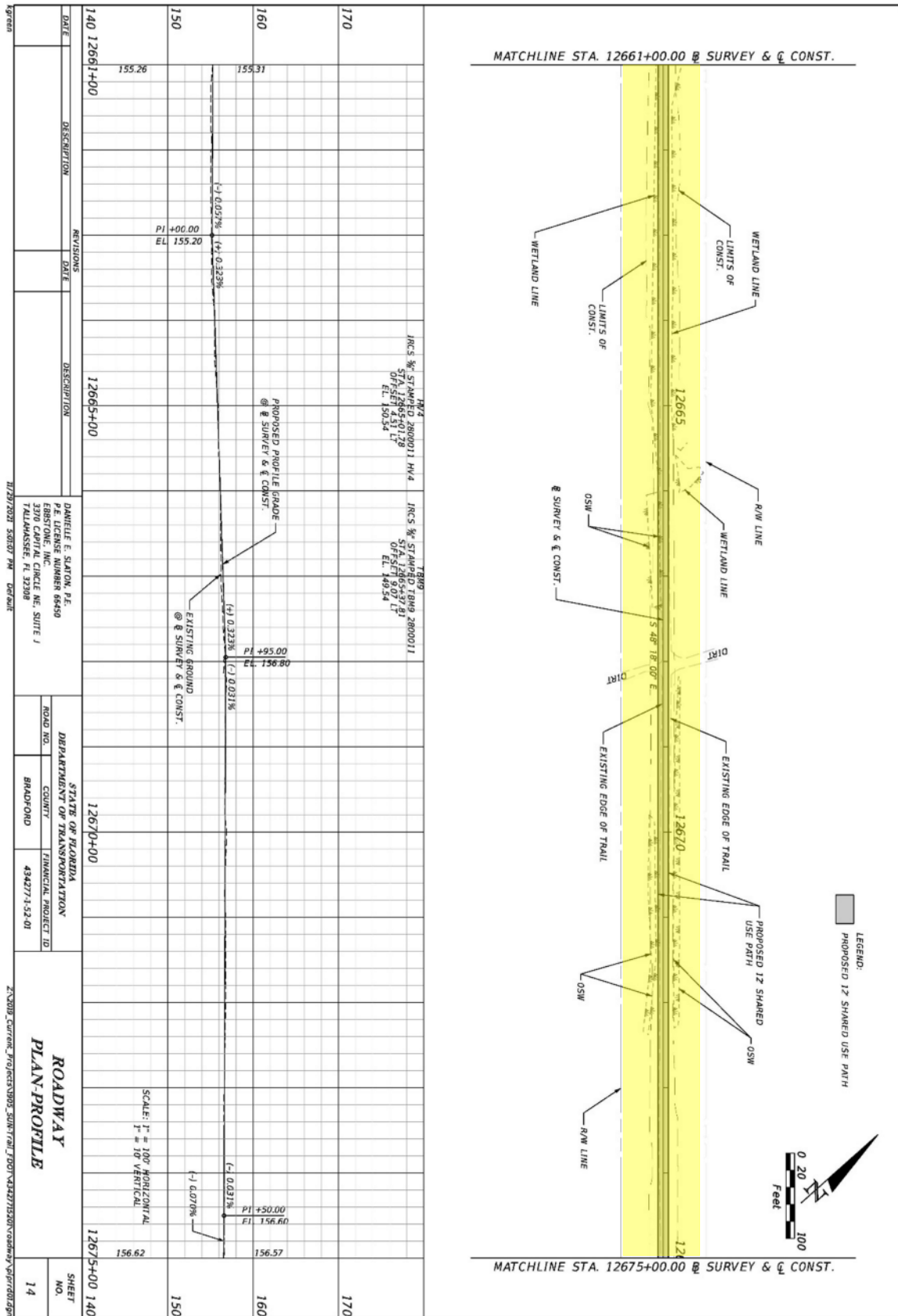
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EXHIBIT "B" Cont'd Composite B-3



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**EXHIBIT "B" Cont'd
 Composite B-4**



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

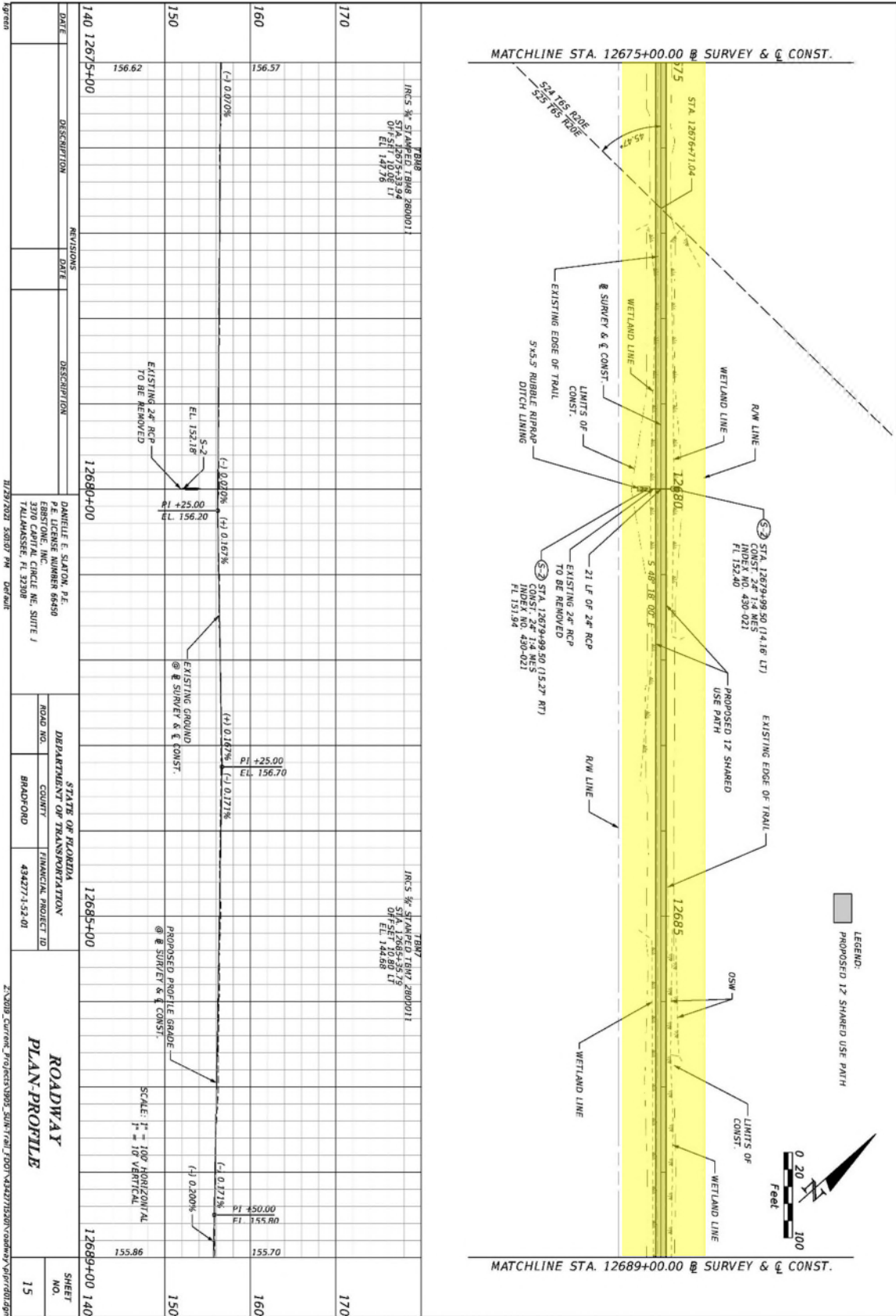
STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION
COUNTY	BRADFORD
FINANCIAL PROJECT ID	434277-1-52-01

ROADWAY PLAN PROFILE
DANIELLE E. SARTON, P.E. P.E. LICENSE NUMBER 86450 3370 CAPITAL CIRCLE NE, SUITE J TALLAHASSEE, FL 32308 11/29/2024 5:01:07 PM

SHEET NO.
14

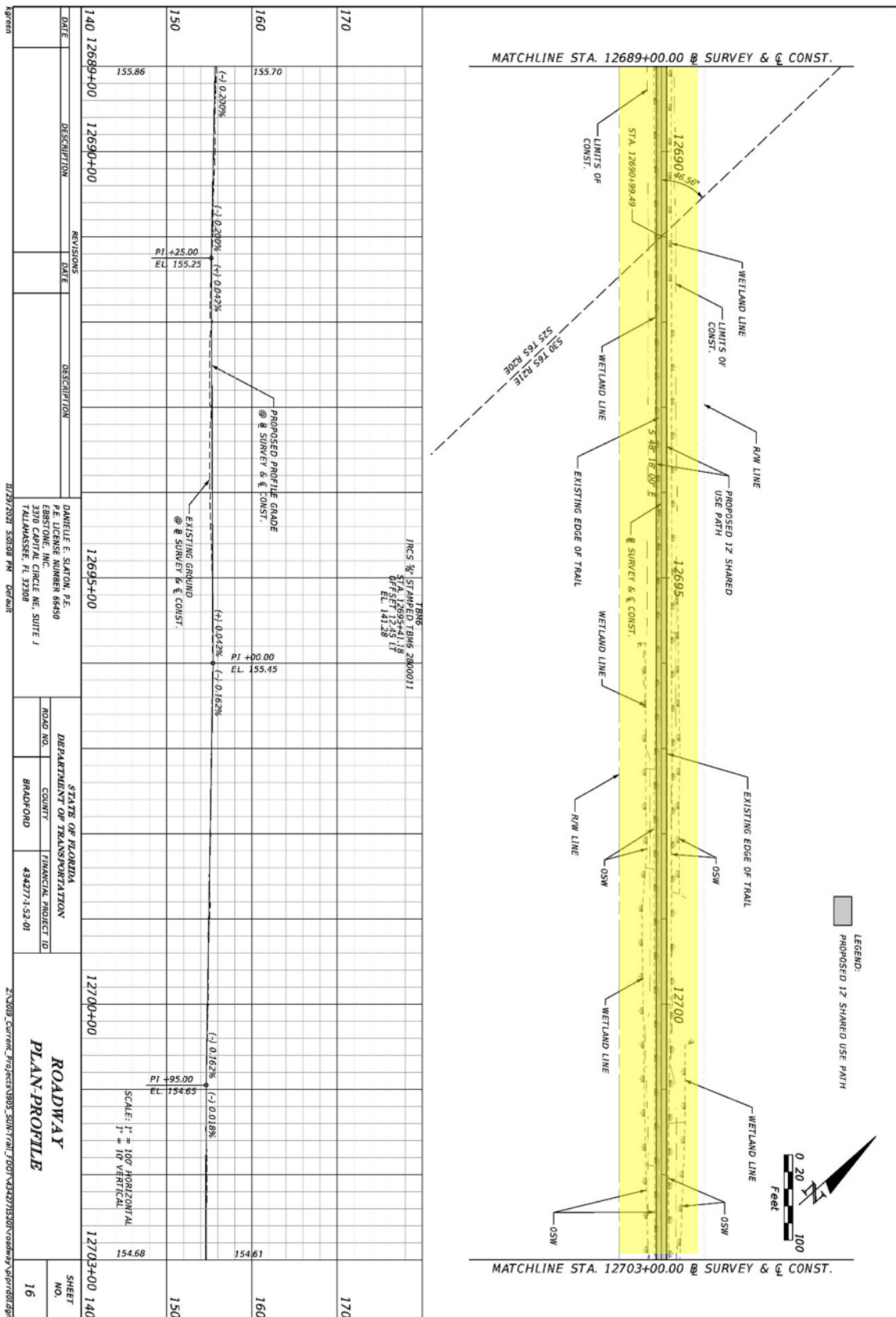
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**EXHIBIT "B" Cont'd
 Composite B-5**



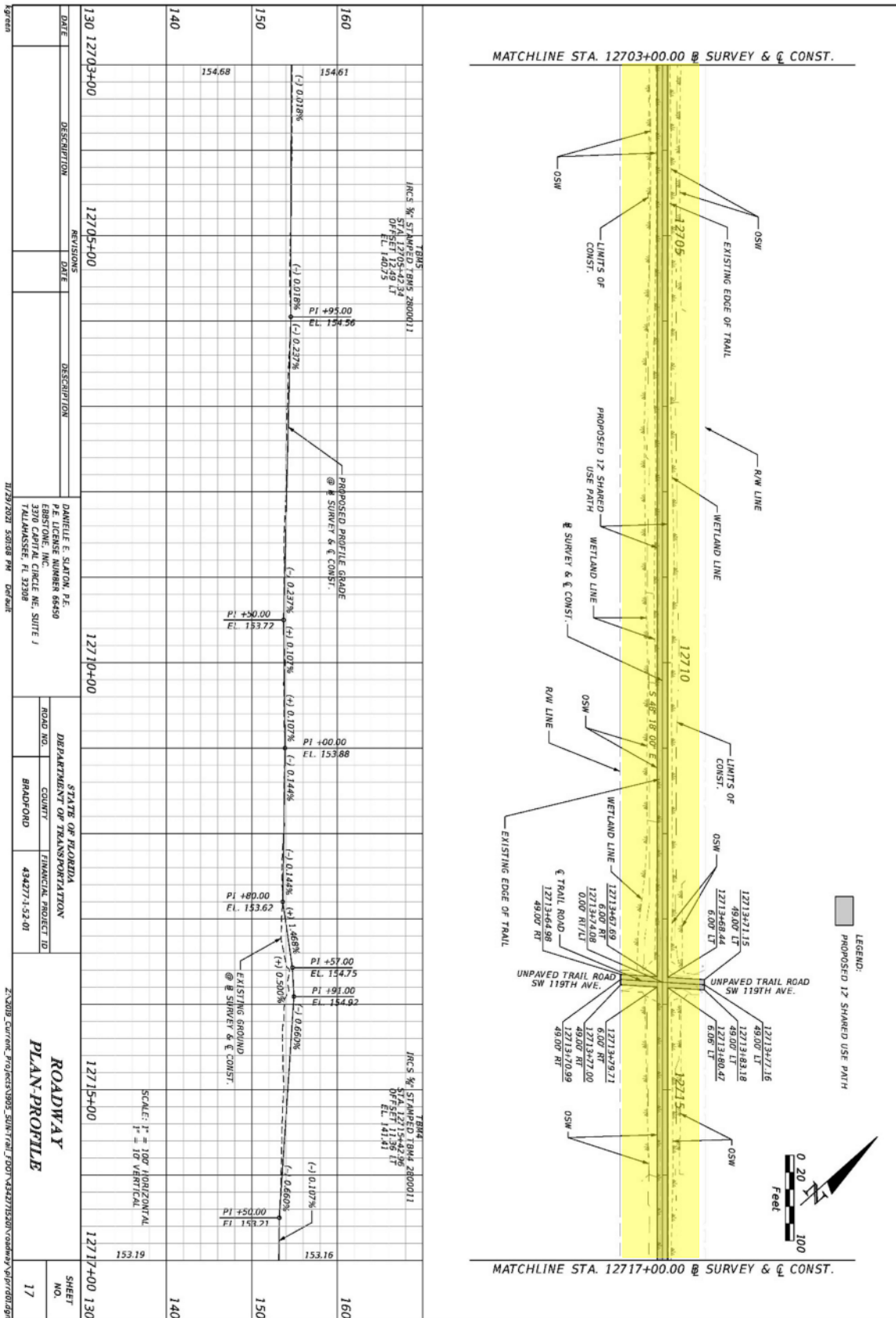
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**EXHIBIT "B" Cont'd
 Composite B-6**

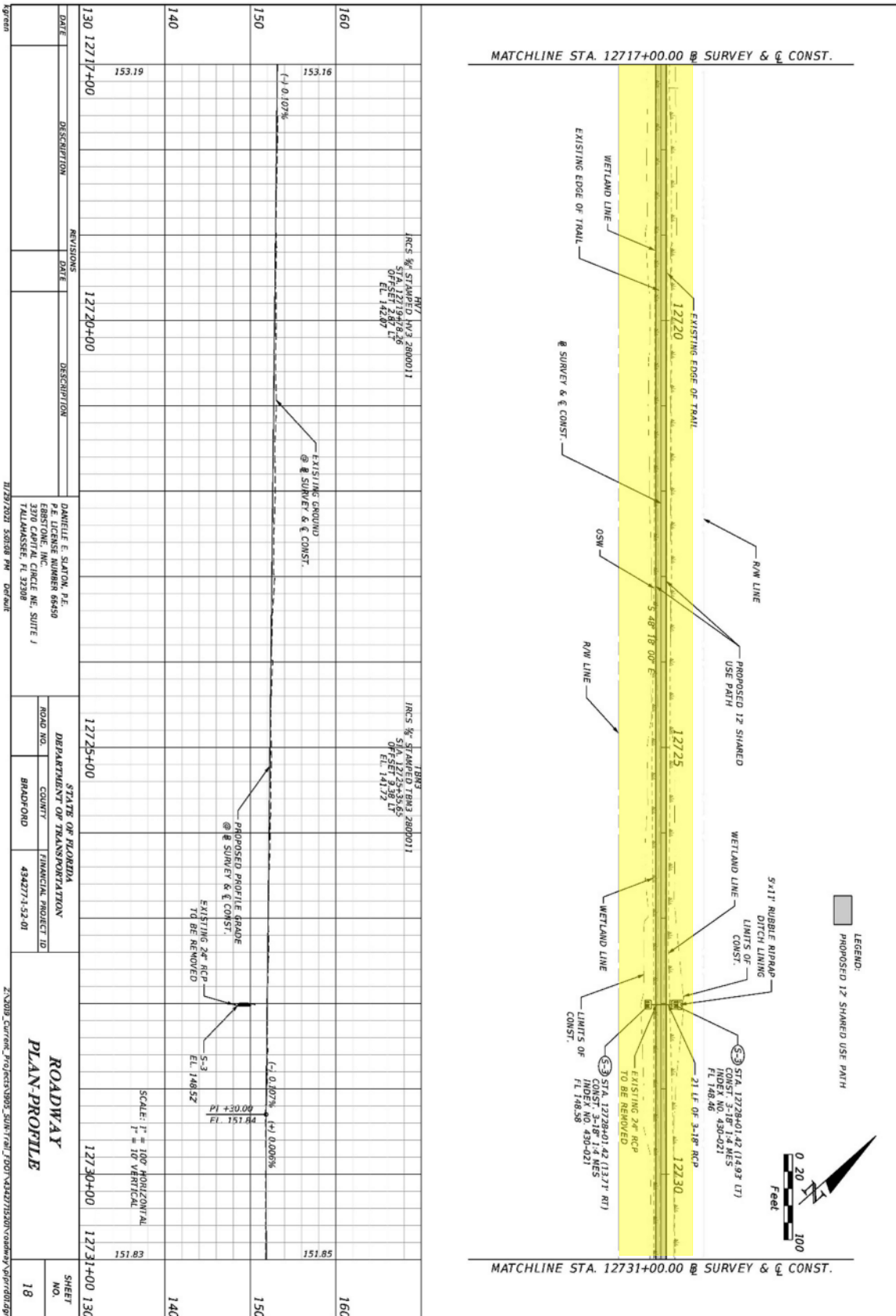


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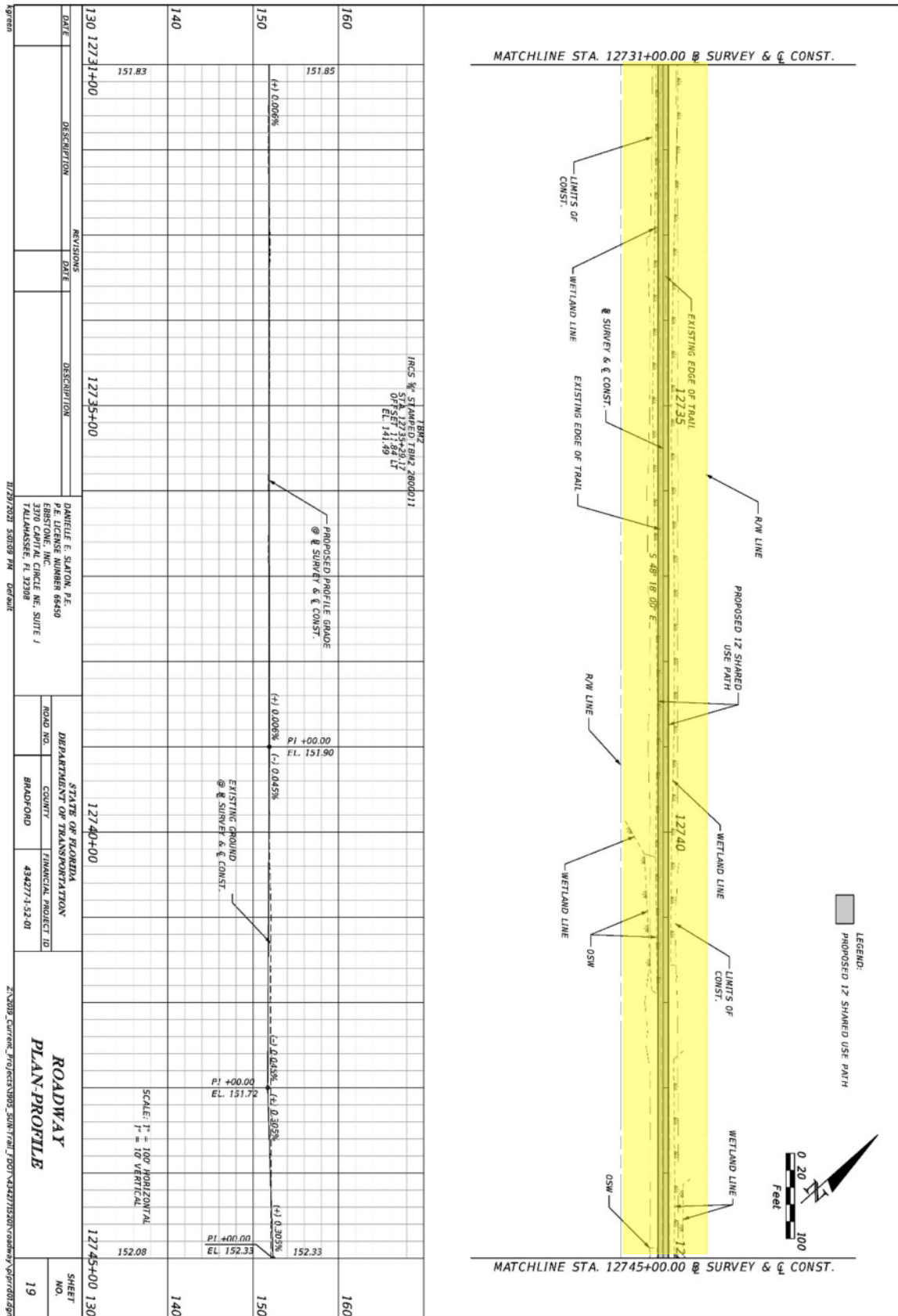
**EXHIBIT "B" Cont'd
 Composite B-7**



**EXHIBIT "B" Cont'd
Composite B-8**

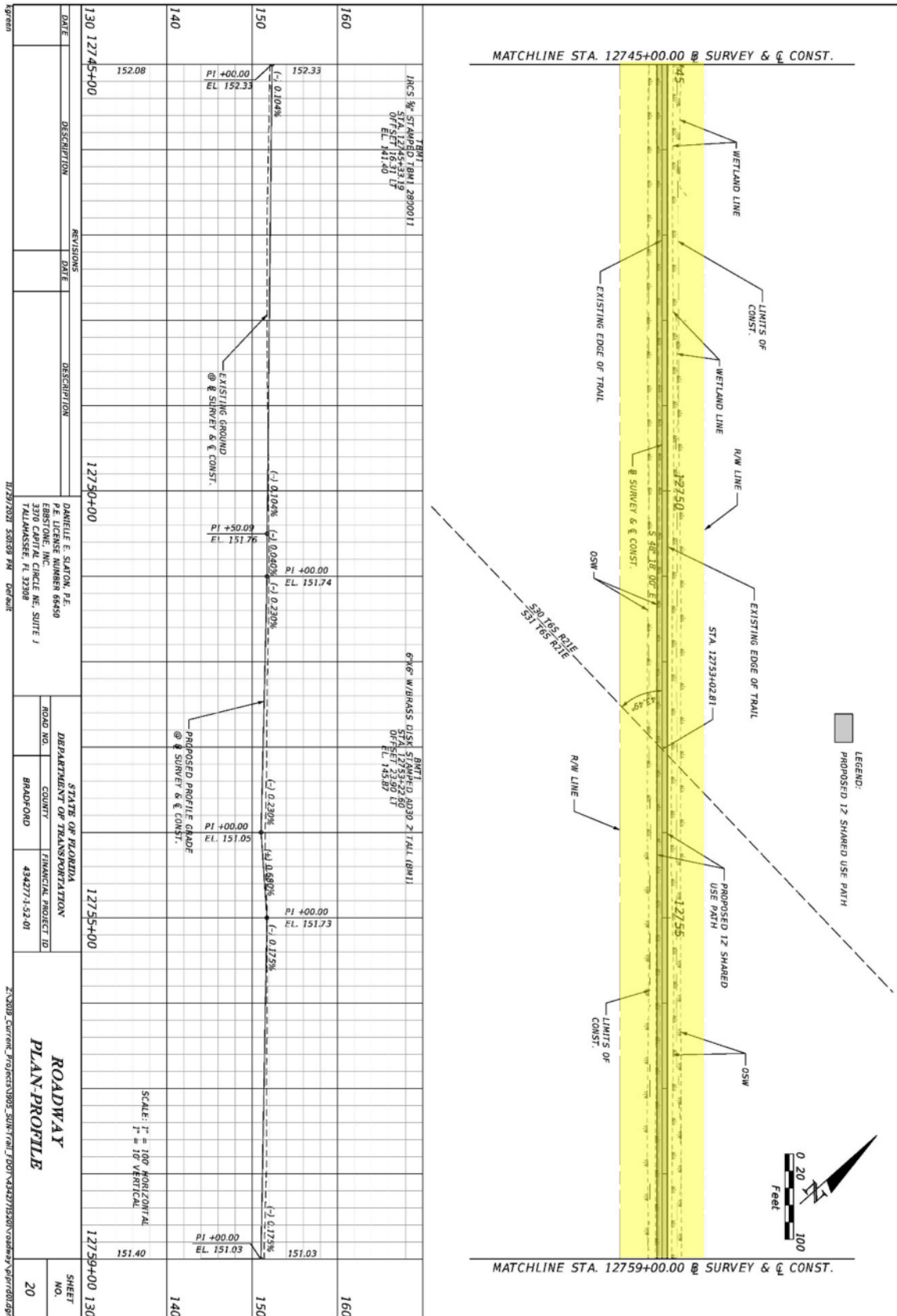


**EXHIBIT "B" Cont'd
 Composite B-9**



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**EXHIBIT "B" Cont'd
 Composite B-10**



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EXHIBIT "B" Cont'd Composite B-11

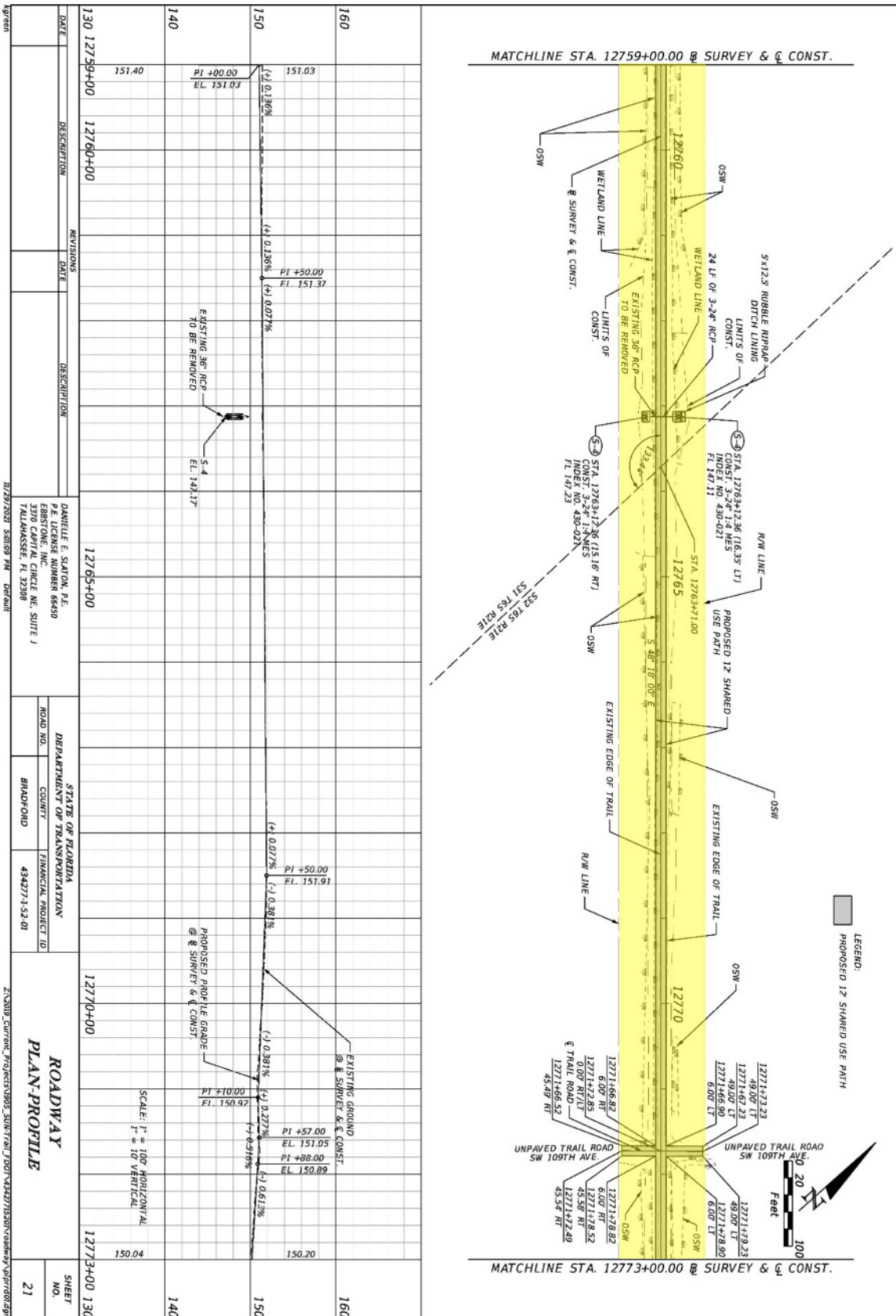
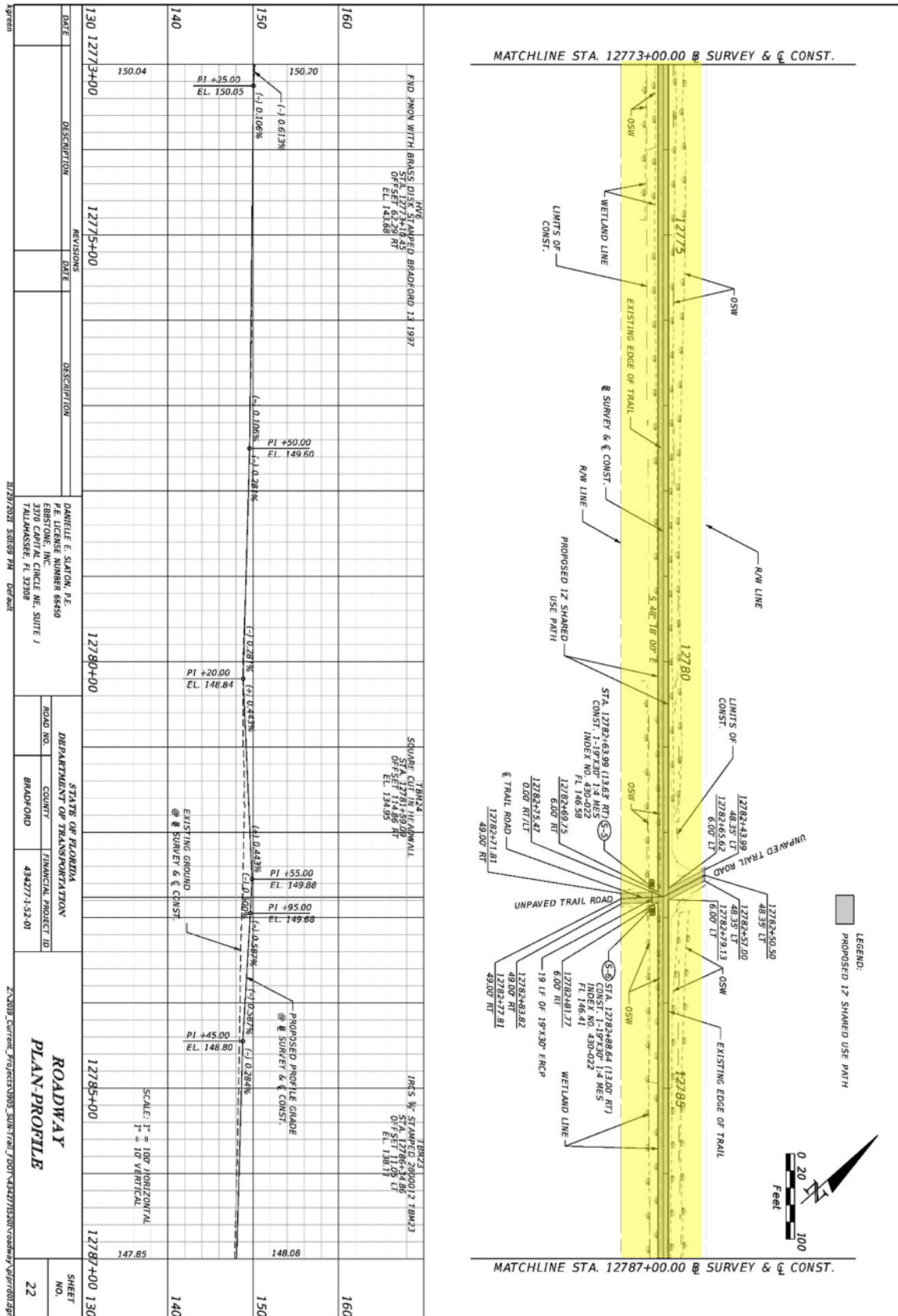
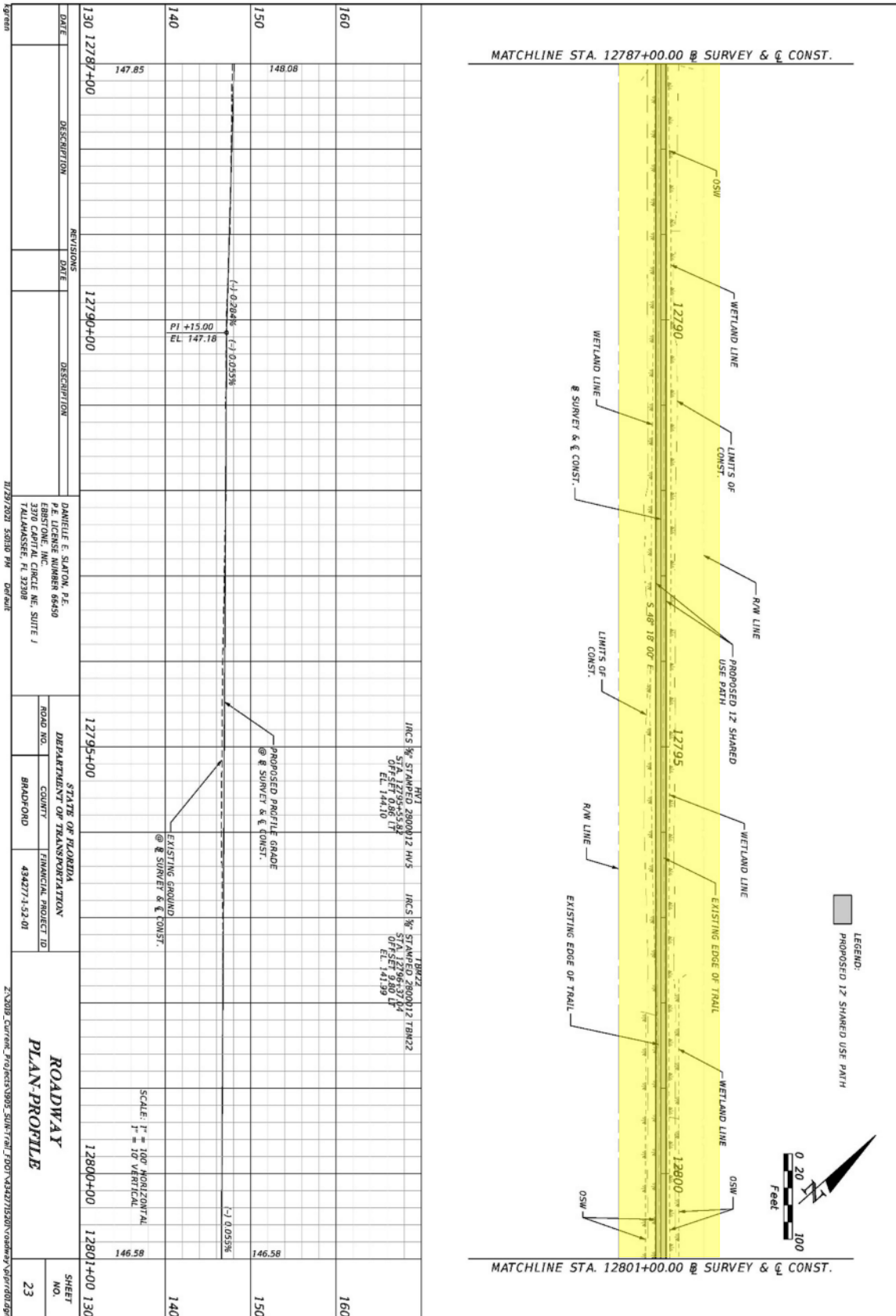


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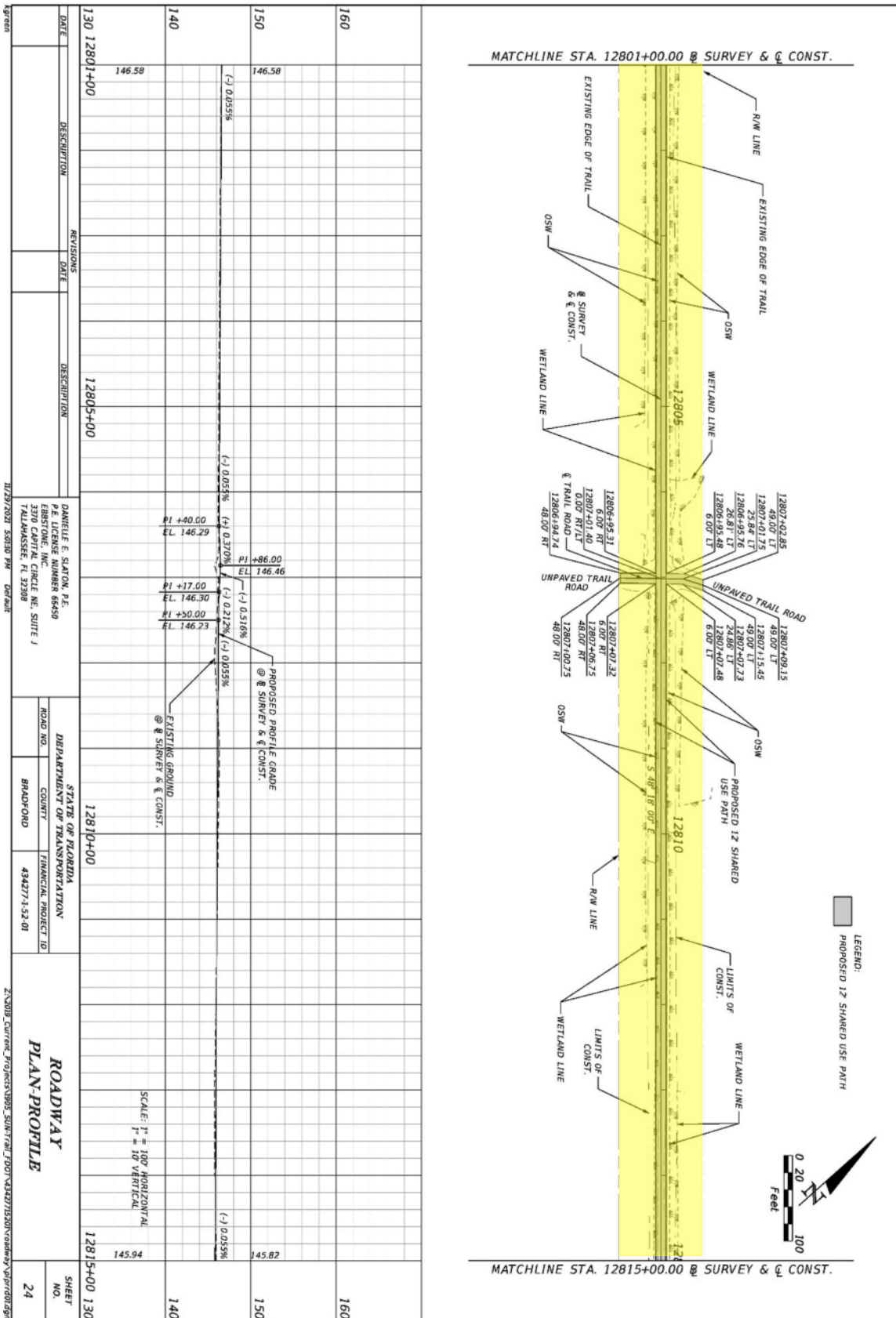


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**EXHIBIT "B" Cont'd
Composite B-13**

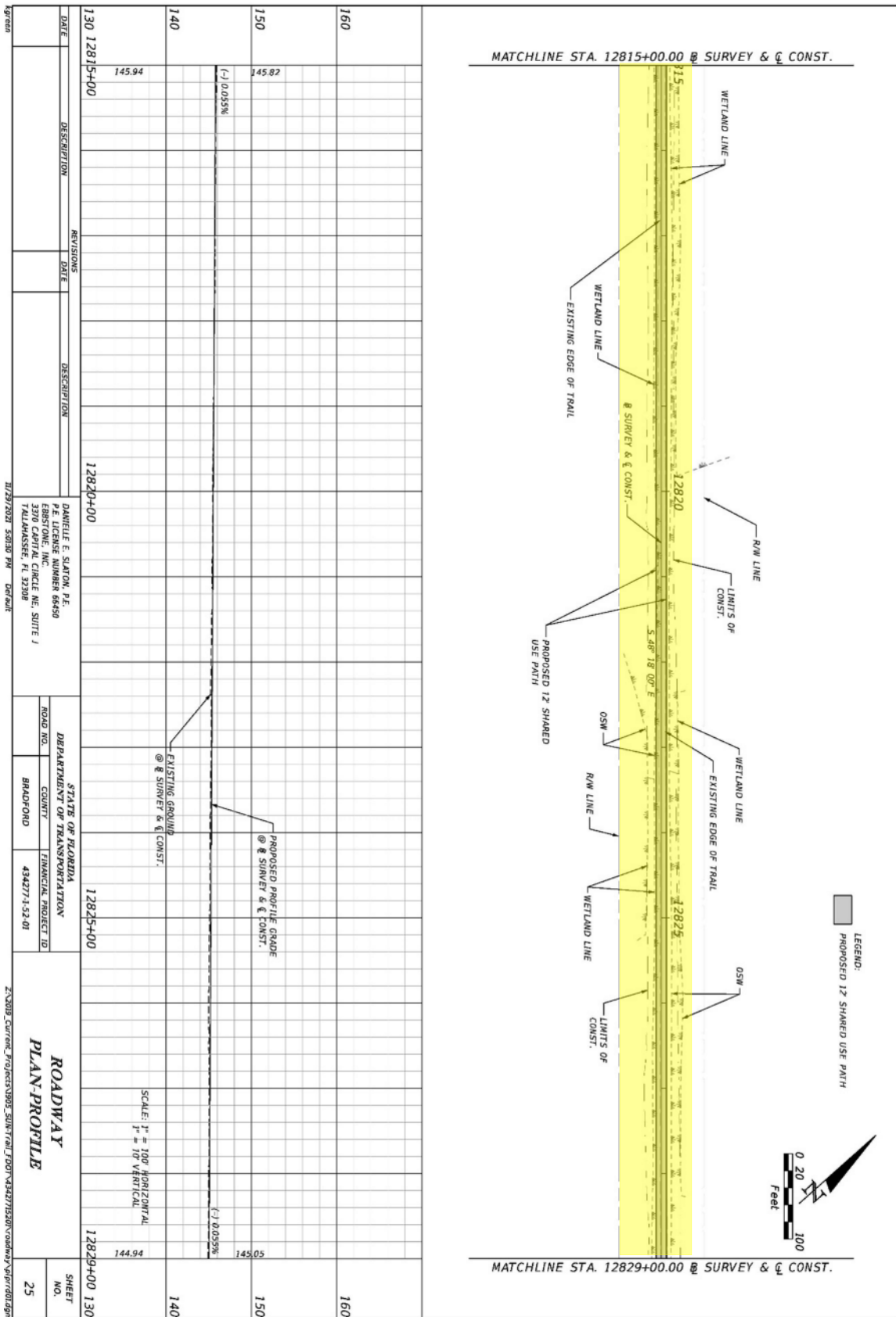


**EXHIBIT "B" Cont'd
 Composite B-14**



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**EXHIBIT "B" Cont'd
Composite B-15**

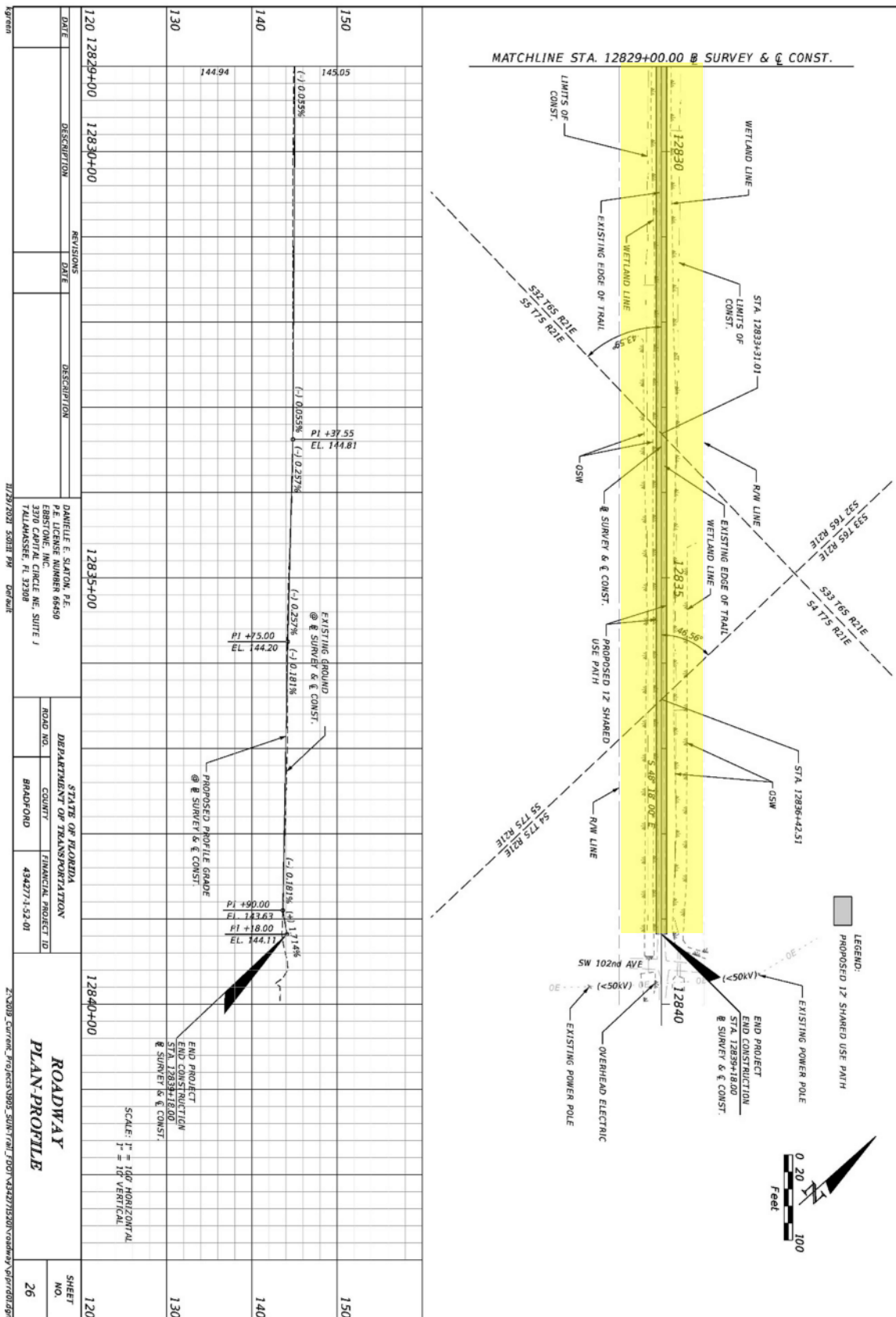


DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

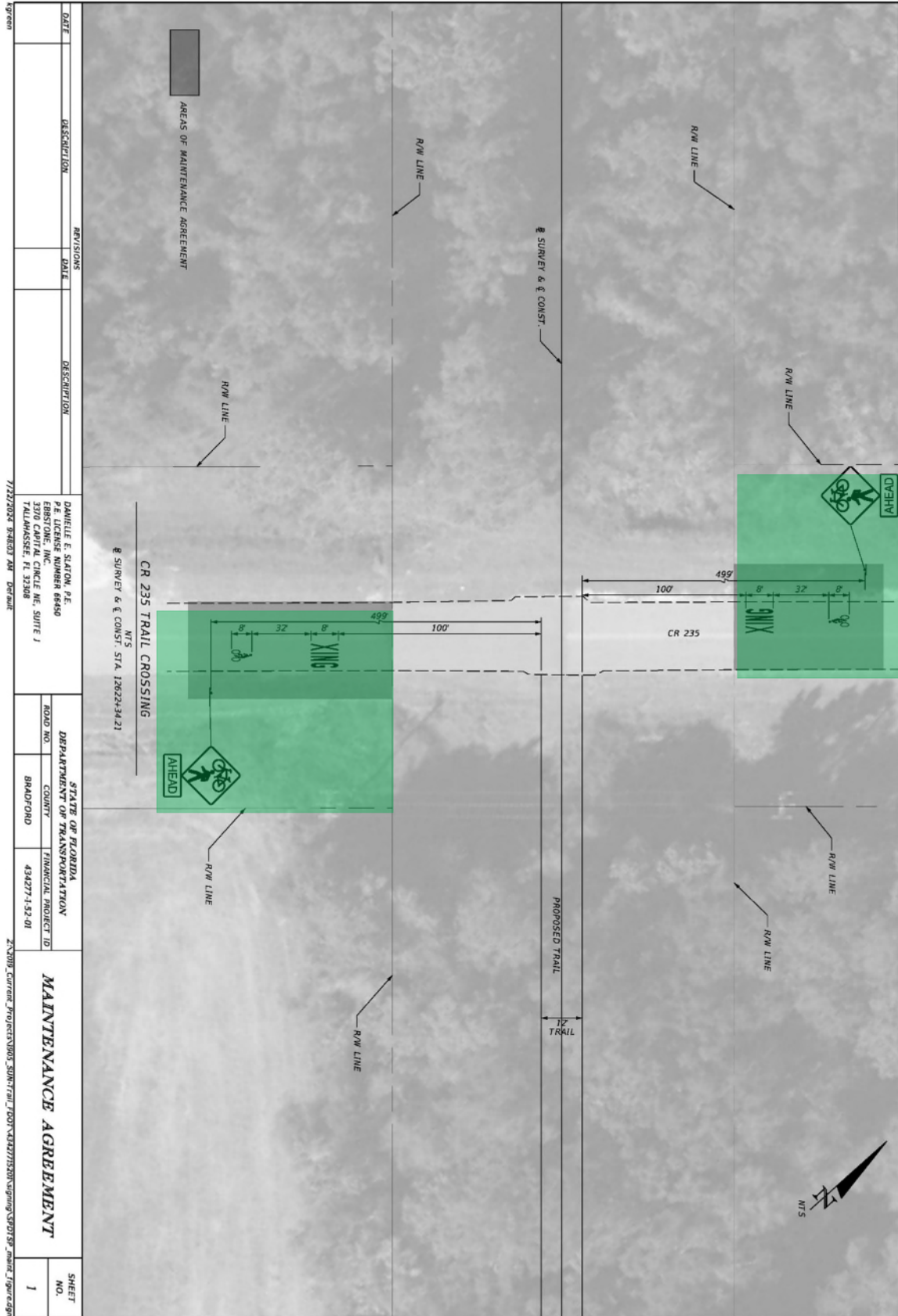
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**EXHIBIT "B" Cont'd
Composite B-16**



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EXHIBIT "C" Composite C-1



DATE	DESCRIPTION	REVISIONS

DATE	DESCRIPTION

7/22/2024	948E03	REV	DEPT
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DANIELLE E. STATION, P.E.	PA LICENSE NUMBER 68480
3370 CAPITAL CIRCLE NE, SUITE J	TALLAHASSEE, FL 32308

STATE OF FLORIDA	DEPARTMENT OF TRANSPORTATION
COUNTY	BRADFORD
FINANCIAL PROJECT ID	434277-1-52-01

MAINTENANCE AGREEMENT	
SHEET NO.	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Financial Project Id. No.: 434277-1-52-01

Federal Id. No.: NA

Project Description: Palatka to Lake Butler Trail from CR 225/SW 102 Avenue to CR 235
Off System Department Construct, Agency Maintain

EXHIBIT "D"
(RESOLUTION)

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM Cox Communications Broadband Expansion Presentation –
Aimee Pfannenstiel, Market Vice President, Central Florida

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: 11/21/2024

AGENDA ITEM FY22/23 Audit Report, presented by James Moore & Co

DEPARTMENT: Finance

PURPOSE: Presentation of FY22/23 Audit Report

ASSOCIATED COST(S): N/A

BUDGET LINE (G/L #): N/A

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM Presentation/Discussion of Draft Committee Member Oversight List for Calendar Year 2025

DEPARTMENT: DISCUSSION ONLY, NO ACTION REQUIRED
Based on discussions from the board, staff will prepare a final committee member oversight list for calendar year 2025 for adoption during the next scheduled board meeting.

1. CareerSource North Central Florida Local Workforce Development Board

Current Appointee: Comm. Spooner

Background: Alachua, Bradford, Columbia, Dixie, Gilchrist, and Union Counties entered an Interlocal Agreement to manage CSNCF under the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113-128 (WIOA.) The workforce board provides businesses in the region with a well-trained workforce and to improve employability for the workers in North Florida, to promote individual economic self-sufficiency and to meet the changing demands of the labor market.

- Members: 1 Active Member and 1 Alternate
- Meeting Day(s): Once a month TBD (First Meeting: December 11, 2024)
- Meeting Time(s): Afternoon, usually 1PM
- Meeting Location(s): Telephonically. In-person meetings are in Gainesville but allow telephonic participation as well.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

2. Bradford County Tourist Development Council (TDC)

Current Appointee: Comm. Spooner

Background: The TDC is comprised of nine members appointed by the Bradford County Board of County Commissioners. Funding for Tourist Development Council programs is provided by a “bed tax” paid by the overnight visitors to Bradford County established by Ordinance 92-2.

- Members: Chairman of the Board of County Commissioners shall be Ex Officio Chairman of the Council.
- Meeting Day(s): Third Thursday of the month.
- Meeting Time(s): 12:00 PM
- Meeting Location(s): North Florida Regional Chamber of Commerce.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

3. New River Library Cooperative

Current Appointees: Comm. Dougherty, Comm. Thompson;

Alternate: Comm. Riddick

Background: New River Public Library Cooperative provides supporting library service in Baker, Bradford, and Union Counties in Florida. The New River Public Library Cooperative was established on May 24, 1996, through an interlocal agreement between Bradford, Baker, and Union Counties.

Members: 2 Active Members and 1 Alternate Member

Meeting Day(s): Quarterly

Meeting Time(s): 4:30 PM

Meeting Location(s): New River Landfill

Note: Historically, a Commissioner appointed to the New River Library Cooperative would be appointed to the New River Solid Waste Association.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

4. New River Solid Waste Association

Current Appointees: Comm. Dougherty, Comm. Thompson;

Alternate: Comm. Riddick

Background: New River Solid Waste Association is a publicly owned waste facility formed as an association of three member counties. NRSWA serves the citizens of Baker, Bradford, and Union Counties in Florida and accepts contracted waste from out-of-region locations.

Members: 2 Active Members and 1 Alternate Members

Meeting Day(s): Second Tuesday of Every Month

Meeting Time(s): 5:00 PM

Meeting Location(s): New River Landfill.

Note: Historically, a Commissioner appointed to the New River Library Cooperative would be appointed to the New River Solid Waste Association.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

5. Santa Fe Advisory Committee

Current Appointee: Comm. Andrews

Background: The Andrews Center Advisory Committee collaborates with center staff to provide guidance in aligning educational programs at the center with the needs of the local community. The committee makes recommendations and provides key information, programs, our students, and community-wide organizations. The committee meets twice per academic year, once during the fall semester and once during the spring semester.

Members: 1 Active Member

Meeting Day(s): Twice per academic year; One time each semester.

Meeting Time(s): 12:00 PM

Meeting Location(s): Telephonically. In-person meetings are held in the Santa Fe Boardroom

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

6. Small County Coalition

Current Appointee: Comm. Dougherty;

Alternate: Comm. Spooner

Background: The Small County Coalition is a non-partisan statewide alliance of county commissions in Florida’s small and rural counties. The Small County Coalition’s primary mission is to help Florida’s small and rural counties address legislative issues from a small/rural perspective and work effectively with state agencies leadership.

Members: 1 Active Member and 1 Alternate

Meeting Day(s): Varies

Meeting Time(s): Varies

Meeting Location(s): Varies

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

7. North Central Florida Regional Planning Council (NCFRPC)

Current Appointee: Comm. Riddick;

Alternate: Comm. Andrews

Background: The Council, in partnership with economic development organizations and local governments, promotes regional strategies, partnerships and solutions to strengthen the economic competitiveness and quality of life of member counties in the north central Florida Region. The Council administers a variety of state and federal programs for north central Florida including Alachua, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Lafayette, Levy, Madison, Suwannee, Taylor, and Union Counties.

Members: 1 Active Member and 1 Alternate Member

Meeting Day(s): Third Thursday of Every Month

Meeting Time(s): 12:00 PM

Meeting Location(s): Telephonically. In-person meetings are held in Gainesville.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

**8. North Central Florida Regional Planning Council (NCFRPC) –
The Original Florida Tourism Task Force**

Current Appointee: Comm. Spooner

Background: The Original Florida Tourism Task Force is headquartered in Gainesville in the offices of the NCFRPC. The Council supports the north Florida region by providing staffing services to the Original Florida Tourism Task Force to promote the natural, historic, and cultural attractions of member counties to increase the number of visitors.

Members: 2 Active Members (Can be non-Commissioner)

Meeting Day(s): Third Thursday of Every Month

Meeting Time(s): 10:00 AM

Meeting Location(s): Telephonically. In-person meetings alternate between participating counties.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

**9. North Central Florida Regional Planning Council (NCFRPC) –
Transportation Disadvantaged Program**

Current Appointee: Comm. Riddick;

Alternate: Comm. Andrews

Background: The goal of the Transportation Disadvantaged Program is to effectively coordinate funds and activities to provide older adults, persons with disabilities, and persons with low-income access to employment, health care, education, and other life sustaining activities.

Members: 1 Active Member and 1 Alternate Member

Meeting Day(s): Quarterly on a Thursday

Meeting Time(s): 9:30 AM

Meeting Location(s): Telephonically. Starke Watson Center

Note: The Transportation Disadvantage Board is a subcommittee of the NCFRPC.
Historically, a Commissioner appointed to the NCFRPC
Board would also serve on this board.

Comm. Spooner	Comm. Thompson	Comm. Dougherty	Comm. Riddick	Comm. Andrews

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: November 21, 2024

AGENDA ITEM Comprehensive Planning Services

- North Central Florida Regional Planning Council
- Engineering Firms with Planning Services

DEPARTMENT: Planning and Zoning



Serving Alachua
Bradford • Columbia
Dixie • Gilchrist • Hamilton
Lafayette • Levy • Madison
Suwannee • Taylor • Union Counties

2009 NW 67th Place, Gainesville, FL 32653 - 1603 • 352.955.2200

October 8, 2024

Mr. Scott Kornegay
County Manager
Bradford County
945 North Temple Avenue
Starke, FL 32091-1286

RE: Fiscal Year 2025
Agreement Between the County and the Planning Council
for Local Government Comprehensive Planning Services

Dear Scott:

Please find enclosed two copies, with original Planning Council signatures, of the above referenced proposed agreement between the County and the Planning Council for the Planning Council to provide comprehensive planning services to the County for Fiscal Year 2025 in the amount of \$13,000. Please note that the method of compensation for comprehensive planning services provided pursuant to this Agreement is on a fixed fee basis.

Subsequent to approval of the above referenced agreement by the County, please have both copies dated on Page 1 and signed on Page 4, retain one copy of the Agreement with original signatures for the County's files and return one signed copy of the Agreement with original signatures to me for the Planning Council's files.

If you have any questions concerning this Agreement, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

Enclosures

xc: Randal Andrews, Director of Zoning (letter only)

I:\lga contracts\2025\2025 agreeletterfinalmerge.doc

FISCAL YEAR 2025

LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES

AGREEMENT

BETWEEN THE

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

AND THE

NORTH CENTRAL FLORIDA REGIONAL PLANNING COUNCIL

This Agreement made and entered into this _____ day of _____ 2024, by and between the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the "Purchaser" and the North Central Florida Regional Planning Council, hereinafter referred to as the "Planning Council".

This AGREEMENT/CONTRACT IS ENTERED INTO BASED UPON THE FOLLOWING FACTS: The Purchaser desires to engage the Planning Council to render certain technical or professional services; and

The Planning Council possesses the qualifications and expertise to perform the services required.

NOW THEREFORE, THE PURCHASER AND THE PLANNING COUNCIL DO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - SCOPE OF SERVICES

The Planning Council agrees to provide services to the Purchaser in accordance with the terms and conditions set forth in Appendix A, Scope of Services, of this Agreement which is incorporated by reference herein and considered as an integral part of this Agreement.

ARTICLE II - COMPENSATION

The Planning Council shall be paid by the Purchaser a fixed fee of Thirteen Thousand Dollars and No Cents (\$13,000.00) for services provided in completing the Scope of Services described in Appendix A, which is incorporated herein by reference.

Payment to the Planning Council for services rendered in accordance with the Scope of Services as set forth in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, will become due within thirty (30) days following receipt by the Purchaser of a requisition of payment. Requisitions may be made on a monthly basis.

ARTICLE III - TIME COMPLETION

This Agreement shall begin on October 1, 2024 and shall end on September 30, 2025. Any allowable costs incurred by the Planning Council during the period covered by this Agreement in providing services in performing the work described in Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement are eligible expenses chargeable to the Purchaser. However, if this Agreement is not executed by all parties, the Purchaser shall not be liable for any such costs incurred by the Planning Council.

ARTICLE IV - TERMINATION WITHOUT CAUSE

Each party may terminate this Agreement without cause providing fifteen (15) days written notice to the other. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. In such an event, all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser. Upon termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement.

ARTICLE V - DEFAULT AND TERMINATION

The failure of either party to comply with any provision of this Agreement shall place that party at default. Prior to terminating this Agreement, the nondefaulting party shall notify the defaulting party in writing. Written notice shall be via U.S. Mail, first class mail, postage prepaid, by certified mail, return receipt requested. The notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall then be entitled to a period of ten (10) days in which to cure the default. In the event said default is not cured within the ten (10) day period, the Agreement may be terminated. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further default or noncompliance. Upon default and termination as provided in this Article, the Planning Council shall be reimbursed for all of its actual costs incurred in providing services hereunder this Agreement as the same are defined in Article II of this Agreement and all finished or unfinished documents and other materials prepared by the Planning Council pursuant to this Agreement shall become the property of the Purchaser.

ARTICLE VI - NONDISCRIMINATION

In carrying out the work of this Agreement, the Planning Council shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin or handicapped status. The Planning Council shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or handicapped status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Planning Council agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Planning Council shall, in all solicitations or advertisements for employees placed by or on behalf of the Planning Council, state that it is an Equal Opportunity/Affirmative Action Employer. The Planning Council shall incorporate the foregoing requirement of this paragraph in all subcontracts for services covered by this Agreement.

ARTICLE VII - LIABILITY

The Planning Council hereby agrees to hold harmless the Purchaser, to the extent allowed and required by law, from all claims, demands, liabilities and suits of third persons or entities not a party to this Agreement arising out of, or due to any act, occurrence, or omission of the Planning Council, its subcontractors or agents, if any, that is related to the Planning Council's performance under this Agreement.

ARTICLE VIII - ASSIGNABILITY

The Planning Council shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior consent of the Purchaser.

ARTICLE IX - REPRESENTATIVES FOR THE PARTIES

In all matters relating to the performance of this Agreement, the County Manager of the Purchaser shall represent and act for the Purchaser and the Executive Director of the Planning Council shall represent and act for the Planning Council.

ARTICLE X - VENUE AND JURISDICTION FOR LITIGATION BETWEEN THE PARTIES

This Agreement shall be construed according to the laws of the State of Florida. Venue shall be exclusively in Bradford County, Florida for all litigation between the parties and all issues litigated between the parties shall be litigated exclusively in a court of competent jurisdiction of Bradford County, Florida. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of the Agreement.

ARTICLE XI - AMENDMENT OF AGREEMENT

The Planning Council and the Purchaser by mutual agreement may amend, extend, or modify this Agreement. Any such modification shall be mutually agreed upon by and between the Planning Council and Purchaser and shall be incorporated in a written amendment to this Agreement, duly signed by both parties.

ARTICLE XII - COMPLETE CONTRACT

This Agreement, including Appendix A, Scope of Services, of this Agreement, which is incorporated by reference herein and considered as an integral part of this Agreement, constitutes the entire contract between the parties, and any changes, amendments, or modifications hereof shall be void unless the same are reduced to writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized on the date first above written.

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY

Attest:

Seal

Denny Thompson
County Clerk

Carolyn Spooner
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal



Scott R. Koons
Executive Director

Fletcher J. Hope Jr.
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2025
LOCAL GOVERNMENT COMPREHENSIVE PLANNING SERVICES AGREEMENT

The following services will be provided by the Planning Council to the Purchaser.

- I. General Technical Assistance - conducting research, answering questions and assisting with comprehensive plan and land development regulations interpretations; and
- II. Amendment Assistance - preparing public notices, draft ordinances, data and analysis and concurrency review for comprehensive plan text and map and land development regulations text and zoning map amendments.