

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

December 5, 2023
9:30 AM
Bradford County Courthouse
945 North Temple Avenue
Starke, Florida 32091

AGENDA

1. Chair to call meeting to order.

2. 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.

3. Approval of Consent Agenda

ACTION

- A. Request a transfer of unspent project funds in the amount of \$96,319.00 from the general fund to the clerk's office to continue its scanning project with U.S. Imaging in FY 23-24. No additional funding is being allocated for this project outside of what the board approved on 01-19-23.
- B. Retroactive Approval of a Letter of Support for the Town of Brooker's appropriations request for a new fire station, engine, tanker, and rescue unit.
- C. Letter of Support for NFEDP
- D. Consider approval of FDOT local government program solicitation for FY 2028 for three road projects for grant funding:
 - 1. SE CR 21B from SE 8th Ave to SE 30th Ave
 - 2. SW CR 18 from Brooker to SW CR 227
 - 3. NE CR 125 from SR 301 to End
- E. Retroactive approval of Data Mark Service Agreement and Scope for Sheriff's Office: Communication Division (\$599,098 Grant Funded)
- F. Approval of E911 Grant for 911 Maintenance funding by the State to the County.
- G. Approval of System Maintenance Grant for Continued Maintenance CPE Hardware/Software for Sheriff's Office (\$190,142.67 Grant Funded)
- H. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, ADOPTING AN AMENDED NONDISCRIMINATION POLICY; AND PROVIDING AN EFFECTIVE DATE.
- I. Ratification of Payment Register(s) from 10-24-23 through 11-26-23

- J. Funding Agreement for the Provision of Mental Health and Addiction Services with Meridian Behavioral Health Care, Inc., for the 2023-2024 Fiscal Year. (\$83,018.25 Amount BoCC Approved 8-1-2023)

4. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING AN AMENDMENT TO A STATE FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION FOR ROAD CONSTRUCTION OF NORTHWEST 53RD AVENUE / NORTHWEST 219TH STREET / NORTHWEST 42ND AVENUE FROM COUNTY ROAD 225 TO NORTHWEST COUNTY ROAD 225; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

ACTION

5. Bradford Public Library Computer and Software Upgrades (\$26,568.84 Sole Source)

ACTION

6. FDOT LAP Interlocal Project with the City of Lawtey

ACTION

A. INTERLOCAL AGREEMENT REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM (LAP) FUNDING FOR THE PROJECT MANAGEMENT FOR THE DESIGN OF SIDEWALKS ON PARK STREET AND ADAMS STREET IN THE CITY OF LAWTEY AND BRADFORD COUNTY, FLORIDA

B. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAWTEY AND BRADFORD COUNTY FOR PROJECT MANAGEMENT OF DESIGN AND CONSTRUCTION OF SIDEWALKS ON PARK STREET AND ADAMS STREET IN THE CITY OF LAWTEY, FLORIDA.

C. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN PROJECT 445570-1-38-02; DESIGNATING THE AUTHORITY TO SIGN AND EXECUTE SAID AGREEMENT; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

7. Zoning: Consider approval of SU 23-01 (E. Saxon/ Coral Towers. LLC) – Special Use Permit for Essential Services, Telecommunications Tower

ACTION

8. Appointment of Canvassing Board Alternate

ACTION

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

A. FY23 Budget Amendments and Resolutions

ACTION

B. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$69,452** INCREASE IN REVENUE AND EXPENDITURES IN THE **GENERAL FUND**.

C. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$1,293,919** INCREASE IN REVENUE AND EXPENDITURES IN THE **GENERAL FUND**.

D. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING (1) AN **\$84,409** INCREASE IN REVENUE AND EXPENDITURES IN THE **ONE CENT SALES TAX FUND** RESULTING FROM A PRIOR YEAR AUDIT ADJUSTMENT AND (2) AN **\$84,409** INCREASE IN REVENUE AND EXPENDITURES IN THE **GENERAL FUND** RESULTING FROM THE FINAL TRANSFER TO CLOSE OUT THE ONE CENT SALES TAX FUND.

E. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$305,676** INCREASE IN REVENUE AND EXPENDITURES IN THE **ROAD DEPARTMENT FUND**.

F. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$552,000** INCREASE IN REVENUE AND EXPENDITURES IN THE **FIRE RESCUE FUND**.

G. A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$52,000** INCREASE IN REVENUE AND EXPENDITURES IN THE **FIRE RESCUE FUND**.

10. Sheriff Reports – Gordon Smith, Sheriff

11. County Manager Reports – County Manager, Scott Kornegay

ACTION

A. 2024 BoCC Meeting Dates

B. Road Project Updates – Public Works Director, Jason Dodds

C. Professional Planning Services

12. County Attorney Reports – Richard Komando

13. Commissioner's Comments

14. 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 (AIIS)

DATE OF MEETING: December 5, 2023

AGENDA ITEM Request a transfer of unspent project funds in the amount of \$96,319.00 from the general fund to the clerk's office to continue its scanning project with U.S. Imaging in FY 23-24. No additional funding is being allocated for this project outside of what the board approved on 01-19-23.

DEPARTMENT: Clerk's Office

G/L TRANSFER FROM: From BoCC Fund 001 (G/L# 001-04-581-91160-00)

G/L TRANSFER TO: Clerk Revenue G/L# 051-381900 (to be expended in 051-80-513-31000-00)

JUSTIFICATION:

On January 19, 2023, the board approved a transfer of funds from ARPA funds in the amount of \$152,000.00 to the clerk's office to support its scanning project.

A purchase order (P.O. 9000022) was obtained in FY 22-23 in the amount of \$152,000.00 with U.S. Imaging for the scanning project. Only one invoice in the amount of \$55,681.39 was submitted in FY 22-23. At the end of FY 22-23, finance had to liquidate unspent funds from said P.O. in the amount of \$96,318.61 and return the funds to the general fund as part of the reversion of year-end-dollars to the board.

This project is still ongoing. All books have been scanned and are now in the review and indexing phase. Once the review and indexing phases are complete, U.S. Imaging will come back to rescan any images that did not scan properly the first time.

We request that the board authorize the transfer of unspent project funds in the amount of \$96,319 from the general fund to the clerk's office to complete this project.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM Retroactive Approval of a Letter of Support for the Town of Brooker's appropriations request for a new fire station, engine, tanker, and rescue unit.

DEPARTMENT: County Manager

PURPOSE: Retroactive approval of Letter of Support



Bradford County Board of County Commissioners

District I
Carolyn Spooner
Chairwoman

District II
Kenny Thompson

District III
Chris Dougherty

District IV
Danny Riddick
Vice-Chairman

District V
Diane Andrews

November 14, 2023

Senator Jennifer Bradley
Representative Chuck Brannan

Dear Legislative Delegation,

The Bradford County Board of County Commissioners is honored to offer this Letter of Support for the appropriations requests to bring a fire station and support vehicles to the Town of Brooker. The request for a fire station, fire engine, tanker, and rescue unit will support this rural area for both the citizens of Brooker and Bradford County.

The estimated cost of the building project is \$1 Million. Adding a fire station to this rural community will increase the level of safety and emergency support while lowering response times and increasing the level of emergency care for the citizens of the Town of Brooker.

The cost of the necessary supporting vehicles and equipment is approximately \$1.325 Million. This vital equipment will expand the level of response and support for fire and emergency medical services to an underserved community.

The Bradford County Board of County Commissioners fully supports the appropriations request to construct a new fire station in Brooker and supply it with the needed fire engine, tanker, and rescue unit to offer greater emergency support to Bradford County residents.

Very Respectfully,

Carolyn Spooner, Chairman
Bradford County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM Letter of Support for the North Florida Economic Development Partnership (NFEDP) for its 2023 Regional Rural Development Grant Application.

DEPARTMENT: County Manager

PURPOSE: Letter of Support Attached



Bradford County Board of County Commissioners

District I
Carolyn Spooner
Chair

District II
Kenny Thompson

District III
Chris Dougherty

District IV
Danny Riddick
Vice Chair

District V
Diane Andrews

December 5, 2023

The Honorable Jimmy Norris, Chairman
North Florida Economic Development Partnership
3200 Commonwealth Boulevard, Suite 7
Tallahassee, Florida 32303

Dear Chairman Norris:

The Bradford County Board of County Commissioners is honored to offer this letter of support of the North Florida Economic Development Partnership's (NFEDP) 2023 Regional Rural Development Grant application to be submitted to the Florida Department of Economic Opportunity for the continued benefit and economic development and growth of the North Florida Rural Area of Opportunity (RAO).

Bradford County is a long-standing member of NFEDP and will continue to support the growth and accomplishments through active participation and annual dues to the Partnership. We look forward to the continuing progress for each of the 14 counties in the North Central Florida RAO and anticipate any upcoming initiatives to promote economic growth and development with the NFEDP.

Sincerely,

Carolyn Spooner
Chairwoman

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: 12/5/2023

AGENDA ITEM: Consider approval of FDOT local government program solicitation for FY2028 for three road projects for grant funding:

#1 SE CR 21B FROM SE 8TH AVE TO SE 30TH AVE
#2 SW CR 18 FROM BROOKER TO SW CR 227
3 NE CR 125 FROM SR 301 TO END

DEPARTMENT: Public Works

PURPOSE: 2028 FDOT FUNDING

ASSOCIATED COST(S): GRANT

BUDGET LINE (G/L #): FDOT GRANT

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: 12/5/2023

AGENDA ITEM: Retroactive approval of Data Mark Service Agreement and Scope

DEPARTMENT: Bradford County Sheriff's Office: Communication Division

PURPOSE: S22-23-01-06 GIS DATA SUPPORT

ASSOCIATED COST(S): \$599,098.00

BUDGET LINE (G/L #):

DATAMARK®

Software as a Service Agreement

This Software as a Service (SaaS) Agreement (the “**Agreement**”), by and between DATAMARK, a division of Michael Baker International, Inc. (“Michael Baker”), Michael Baker is a Pennsylvania corporation with offices located at 100 Airside Drive, Moon Township, PA 15108 (“**DATAMARK**”) and Bradford County, (“Customer”), a governmental entity with offices located at 945-B N Temple Ave, Starke, FL 32091.

WHEREAS, Customer wishes to procure from DATAMARK the access and use of Validate-Edit-Provision (VEP) software described herein, and DATAMARK wishes to provide such access and use of VEP software to Customer, each on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the following terms and conditions will apply to the software and Related Materials provided under this Agreement and subscriptions placed thereunder.

1. VEP Software.

- 1.1. VEP Systems. Subject to and conditioned on Customer’s and its Authorized Users compliance with the terms and conditions of this Agreement, during the Term, DATAMARK shall use commercially reasonable efforts to provide to Customer and its Authorized Users access and use of the DATAMARK VEP Software as described below, (collectively, the “**VEP Software**”), in accordance with the Related Materials and terms and conditions hereof, including to host, manage, operate, and maintain the VEP Software for remote electronic access and use by Customer and its Authorized Users.

The VEP Software is implemented using cloud native technology to provide capability for the validating, editing, and provisioning of GIS data for public safety grade GIS data (the “**VEP Systems**”). DATAMARK shall also provide to Customer and its Authorized Users, as it becomes available, materials related to the access and use of VEP Software (e.g., “**Related Materials**”). For example DATAMARK may provide Related Materials comprising specifications, documentation, other information, other data, documents, materials, works, other content, devices, methods, processes, hardware, other software and other technologies or inventions, including any deliverables, descriptions (e.g., technical, functional, etc.), requirements, plans, or reports, that are provided or used in connection with the VEP Software or otherwise comprise or relate to the VEP Software or VEP Systems. “Documentation” includes any manuals, instructions or other documents or materials that the DATAMARK provides or makes available to Customer in any form or medium and which describe the functionality, components, features or requirements of the VEP Software, such as any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

Maintenance and support of the VEP Software for access and use by Customer and its Authorized Users will be in substantial conformity with the documentation and support based on the Service Level Agreement and Maintenance Terms provided in Appendix A.

1.2. VEP Software and System Control. Except as otherwise expressly provided in this Agreement or in the Service Level Agreement and Maintenance Terms provided in Appendix A, as between the parties:

- a) DATAMARK has and will retain sole control over the operation, provision, maintenance and management of the VEP Software and Related Materials, including the: (i) DATAMARK Systems; (ii) selection, deployment, modification and replacement of the VEP Software; and (iii) performance of support, maintenance, upgrades, corrections and repairs as described in Appendix A; and
- b) All right, title and interest in and to the DATAMARK SaaS, including the VEP System, VEP Software, and Related Materials, including all Intellectual Property Rights therein, are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the DATAMARK SaaS or Related Materials except as expressly set forth in Section 2 and 3 or the applicable third-party license. All other rights in and to the VEP System, VEP Software, and the Related Materials are expressly reserved by DATAMARK and the respective third-party licensors.

1.3. Changes. DATAMARK reserves the right, in its sole discretion, to make any changes to the VEP Software and Related Materials that it deems necessary or useful.

2. DATAMARK SaaS. The specific DATAMARK internet-accessible service identified in Exhibit A that provides use and access of DATAMARK's VEP System and VEP Software that is remotely hosted by DATAMARK and/or its network provider and made available to Customer over a network on a term-use basis ("**DATAMARK SaaS**").

2.1. Authorization. DATAMARK hereby grants to Customer, during the Term, a non-exclusive, non-assignable, worldwide right to access, use, display, and execute the VEP Systems solely for the permitted Use by and through Authorized Users in accordance with the conditions and limitations set forth in this Agreement and up to the number of seats as documented in Exhibit C. DATAMARK hereby grants a non-exclusive, non-assignable, worldwide right to access, use, and display the VEP Software, and Related Materials. The grants herein are subject to and conditioned on Customer's payment of the Fees and compliance and performance in accordance with all other terms and conditions of this Agreement.

2.2. Remote Host. Customer acknowledges that this Agreement is a SaaS agreement and DATAMARK will not be delivering copies of the Software to Customer as part of this SaaS Agreement.

2.3. Customer Systems. Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the VEP Software and Related Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the VEP Software or DATAMARK SaaS; (ii) results obtained from any use of the DATAMARK SaaS or Related Materials; and (iii) conclusions, decisions or actions based on such use.

- 2.4. License from Customer. Subject to the terms and conditions of this SaaS Agreement, Customer shall grant to DATAMARK a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content, such as data and materials provided by Customer to DATAMARK for use in connection with the VEP Software, including, without limitation, customer applications, data files, and graphics, within the VEP System solely as necessary by DATAMARK to provide access and use of the VEP Software to Customer.
- 2.5. Customer Data; Resultant Data. As between Customer and DATAMARK, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to Customer Data and Resultant Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 2.6 hereto.
- 2.5.1. Consent to Use Customer Data, Resultant Data. Customer hereby irrevocably grants all such rights and permissions in or relating to Customer Data and Resultant Data: (a) to DATAMARK, its Subcontractors and the DATAMARK Personnel as are necessary or useful to perform the DATAMARK SaaS; and (b) to DATAMARK as are necessary or useful to enforce this Agreement and exercise its rights and perform its obligations hereunder.
- 2.6. Reservation of Rights. Except as expressly set forth in Section 2.1 hereto, nothing in this Agreement grants any right, title or interest in or to, no license under any Intellectual Property Rights in or relating to, the VEP Software, VEP System, Related Materials, or Third Party Materials, whether expressly, by implication, estoppel or otherwise. Subject to Section 2.7 hereto, all right, title and interest in and to the VEP Systems, VEP Software, the Related Materials and the Third-Party Materials are and will remain with DATAMARK and the respective rights holders in the Third-Party Materials.
- 2.7. Restrictions. Customer will not and shall not permit anyone access or use of the VEP Software and Related Materials except as expressly permitted by this Agreement and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not: rent, lease, lend, sell, license, assign, distribute, publish, transfer or otherwise make available in whole or in any parts of the VEP System, the VEP Software, or Related Materials, to any Person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service; access or use the subscription, VEP System, VEP Software, or the Related Materials for purposes of competitive analysis, the development, provision or use of a competing software service or product or any other purpose that is to DATAMARK's detriment or commercial disadvantage; or otherwise access or use the VEP System, VEP Software, or the Related Materials beyond the scope of the authorization granted under the terms of the SaaS Agreement.
- 2.8. Geographic Use. Customer shall only use the VEP Software for the geographic area for which its contract applies. Any use outside the geographic area will result in additional licensing fees.
3. Service Levels. The Service Level and Maintenance Agreement for the DATAMARK SaaS, the access and use of the VEP Software and VEP Systems is provided in Appendix A.

4. Customer Obligations.

- 4.1. Customer Systems and Cooperation. Customer shall at all times during the Term: (a) set up, maintain and operate in good repair and in accordance with the Related Materials all Customer Systems on or through which the VEP Software is accessed or used; (b) provide DATAMARK Personnel with such access to Customer's premises and Customer Systems as is necessary for DATAMARK to perform the DATAMARK SaaS in accordance with the SLA of Appendix A and Related Materials; and (c) provide all cooperation and assistance as DATAMARK may reasonably request to enable DATAMARK to exercise its rights and perform its obligations under and in connection with this SaaS Agreement.
- 4.2. Effect of Customer Failure or Delay. DATAMARK is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "**Customer Failure**").
- 4.3. Corrective Action and Notice. If Customer becomes aware of any actual or threatened activity prohibited by Section 2.3, Customer shall, and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful hereto measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the DATAMARK SaaS and Related Materials and permanently erasing from their systems and destroying any data to which any of them have gained unauthorized access); and (b) notify DATAMARK of any such actual or threatened activity.
- 4.4. Audit. Customer gives DATAMARK unlimited rights to conduct an audit without advance notice to ensure that additional users that do not have licenses are not accessing the system. The DATAMARK SaaS may be suspended or terminated if DATAMARK believes, in its good faith and reasonable discretion, that: (i) Customer or any Authorized User has failed to comply with, any term of this Agreement, e.g., non-payment of fee, or accessed or used the DATAMARK SaaS beyond the scope of the rights granted, (e.g., more individuals accessing system than license paid for, etc.); (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the DATAMARK SaaS; or (iii) this SaaS Agreement expires or is terminated.

5. Data Obligations.

- 5.1. Security Measures. DATAMARK will employ security measures in accordance with applicable industry practice. The VEP Software secures and restricts data access to Customer Data and/or Resultant Data through customized download and editing modules eliminating a need for additional plugins or downloads. Access to the DATAMARK SaaS is restricted to Authorized Users only and no data is made publicly available. File level access or repository browsing are transmitted through secure channels, including HTTPS security, and such capabilities are secured and not exposed to any Customer, data files used with the VEP Software are scanned for virus and malware, security performed in virtually isolated digital locations for safety from other Customer Data and Resultant Data.

- 5.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use and any data that is not accurate; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the DATAMARK SaaS; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the VEP Software, VEP Systems, and Related Materials directly or indirectly by or through the customer systems or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use. Customer will retain sole responsibility for prohibiting any actions to bypass or breach any security or protection used by the VEP System and/or the VEP Software, by any authorized user of Customer, or those that thereby access or use the VEP System and/or the VEP Software, other than by an Authorized User through the use of his or her own then-valid Access Credentials.
- 5.3. Data Breaches. DATAMARK shall implement and maintain a program for managing unauthorized disclosure or exposure of Customer Data stored by or accessible through the VEP Systems ("Data Breaches"). In the event of a Data Breach, or in the event that DATAMARK suspects a Data Breach, DATAMARK shall (i) promptly notify Customer by telephone and (ii) cooperate with Customer and law enforcement agencies, where applicable, to investigate and resolve the Data Breach. DATAMARK shall give Customer prompt access to such records related to a Data Breach as Customer may reasonably request; provided such records shall be DATAMARK's Confidential Information pursuant to Section 8 (Nondisclosure), and DATAMARK shall not be required to provide Customer with records belonging to, or compromising the security of, its other customers.
- 5.4. Access and Security. Customer shall employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the DATAMARK SaaS; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the DATAMARK SaaS. Customer shall prohibit any actions to input, upload, transmit or otherwise provide to or through the VEP System, the VEP Software, or any of DATAMARK's computers or systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any harmful code, back door or otherwise damage, destroy, disrupt, disable, impair, interfere with, attempt to damage, interfere, or impede or harm in any manner the VEP System, the VEP Software, any DATAMARK Systems or activities related to DATAMARK's provision of VEP Software to any party, in whole or in part.
- 5.5. Suspension or Termination of Services. DATAMARK may suspend, terminate or otherwise deny Customer's, or any Authorized User's access to or use of all or any part of the VEP Software or Related Materials, without incurring any resulting obligation or liability, if DATAMARK receives a judicial or other governmental demand or order that requires DATAMARK to do so.

6. Orders and Payments.

- 6.1. Orders. All DATAMARK orders are subject to the terms and conditions of this contract and the Exhibits to the contract. If there is any conflict between an order and this contract, the contract is controlling. All services acquired by Customer shall be governed exclusively by this SaaS Agreement and the applicable Exhibits. Customer contract number assigned to a SaaS Agreement will be provided to DATAMARK, in writing, prior to the start of any work.
- 6.2. Invoice and Payment. The Customer agrees to pay DATAMARK the fees set forth in Exhibit B at a rate of compensation according to the deliverable payment schedule stated in Exhibit B. DATAMARK shall invoice Customer for all fees on the SaaS Agreement effective date. Customer shall pay all undisputed invoices within 30 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable.
- 6.3. Fee Increases. DATAMARK Fees defined in Exhibit B of this Agreement are good for one (1) year from the execution of this agreement unless otherwise specified. If additional users are found to be accessing the system, DATAMARK shall invoice Customer for payment by billing Customer for the additional users.
- 6.4. Payment. Customer shall pay all Fees and Reimbursable Expenses within thirty (30) calendar days after the date of the invoice therefor. Customer shall make payments to the address or account specified on the invoice or such other address or account as DATAMARK may specify in writing from time to time.
- 6.5. Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. To the extent required by applicable law, Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on DATAMARK's income. Customer hereby agrees to indemnify DATAMARK should any taxes be levied against DATAMARK for which Customer is responsible under applicable law.
7. Term and Termination.
- 7.1. Initial Term. The term of this Agreement shall begin on the effective date and shall continue as described in Section 7.3.
- 7.2. Termination. Either party may terminate this SaaS Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.
- 7.3. Renewal. This Agreement shall automatically renew on expiration of the (12) month term for additional (12) month periods, unless either party requests termination at least thirty (30) days prior to the end of the then-current term. VEP is sold on an annual subscription basis. The price of the software will increase by 5% each year from the previous year's price. The price increase is compounding.
- 7.4. Effect of Expiration or Termination.

- 7.4.1. Upon any expiration or termination of this Agreement, DATAMARK shall immediately cease providing the VEP Software and all usage rights granted under this SaaS Agreement shall terminate.
- 7.4.2. If DATAMARK terminates this SaaS Agreement due to a breach by Customer, then Customer shall immediately pay to DATAMARK all amounts then due under this SaaS Agreement and to become due during the remaining term of this SaaS Agreement, but for such termination. If Customer terminates this SaaS Agreement due to a breach by DATAMARK, then DATAMARK shall immediately repay to Customer all pre-paid amounts for any unperformed DATAMARK SaaS scheduled to be delivered after the termination date.
- 7.4.3. DATAMARK agrees to preserve and back up Customer's entire database as it would have had the Agreement not been terminated. Customer shall make arrangements for the transfer of such data back to Customer at Customer's costs within thirty (30) days of any termination unless such termination is a result of Customer's failure to pay DATAMARK any amounts due hereunder, in which case, Customer is not entitled to any such data until its account is made current. In all events, DATAMARK shall preserve Customer's data for no more than five years following termination of this Agreement.

8. Confidentiality.

- 8.1. Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this SaaS Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including trade secrets, secret designs, research and development disclosures, or proprietary information. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this SaaS Agreement, Customer Content is deemed Confidential Information of Customer. DATAMARK Software and Documentation are deemed Confidential Information of DATAMARK.
- 8.2. Confidentiality. During the term of this SaaS Agreement and for 5 years thereafter, each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this SaaS Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose

Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

8.3. Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this SaaS Agreement and the relationship of the parties, but agrees that the specific terms of this SaaS Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this SaaS Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

9. Representations and Warranties.

9.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that:

- a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants or is required to grant under this Agreement;
- c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
- d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. Additional Customer Representations, Warranties and Covenants. Customer represents, warrants and covenants to DATAMARK that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by DATAMARK and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.3. Warranty and Disclaimer. DATAMARK shall use reasonable efforts consistent with prevailing industry standards to maintain the DATAMARK SaaS in a manner which minimizes errors and interruptions in the DATAMARK SaaS and shall provide access and use of the VEP Software and perform implementation of VEP Systems in a professional and workmanlike manner. The DATAMARK SaaS may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by DATAMARK or by third-party providers, or because of other causes beyond DATAMARK's reasonable control, but DATAMARK shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service interruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE DATAMARK SAAS WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE VEP SOFTWARE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE VEP SOFTWARE AND VEP SYSTEMS ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.4. Indemnification.

9.4.1. Indemnification by DATAMARK. If a third party makes a claim against Customer that the SaaS Services infringe any patent, copyright or trademark, or misappropriates any trade secret, DATAMARK shall defend Customer and its directors, officers and employees against the claim at DATAMARK's expense and DATAMARK shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DATAMARK, to the extent arising from the claim. DATAMARK shall have no liability, duty to defend, or indemnify for any claim based on (a) the Customer Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of the DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement. DATAMARK may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

9.4.1. Indemnification by Customer. If a third party makes a claim against DATAMARK that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend DATAMARK and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. Customer shall defend and indemnify DATAMARK for any claim based on (a) the Customer Content, (b) modification of the DATAMARK SaaS not authorized by DATAMARK, or (c) use of DATAMARK SaaS other than in accordance with the Documentation and this SaaS Agreement.

9.4.2. Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

9.4.3. DATAMARK may, if threatened with infringement or an injunction, at its option and sole cost and expense: by written notice to Customer, terminate this Agreement with respect to all or part of the VEP Software and Related Materials, and require Customer to immediately cease any use of the VEP Systems and Related Materials or any specified part or feature thereof.

9.5. No Other Rights. Customer has no title to or ownership of, any intellectual property rights with respect to the Software including, without limitation, any related copyrights, trademarks, patents, trade secrets, or inventions performed with the VEP Software, DATAMARK VEP computer source code, descriptions of the VEP Software, and other intellectual property rights in the underlying functions, look, and feel of the VEP Systems. Customer has only the granted rights with respect to the Software that are expressly set forth in this Agreement. Customer has no other rights, implied or otherwise. Customer acknowledges and agrees that the Software is being licensed, not sold, and that rights to access the Software are acquired only under this license from DATAMARK. The source code of the Software constitutes valuable trade secrets of, and confidential and proprietary information to, DATAMARK and its suppliers, and (a) may not be distributed, disclosed or otherwise provided to third parties, and (b) may be used only internally and only in conjunction with and for Customer's own authorized internal use of the Related Materials.

10. Limitations of Liability.

NEITHER PARTY (NOR ANY SERVICE, LICENSOR OR OTHER SUPPLIER OF DATAMARK) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS SAAS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS SAAS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE. The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

11. General Provisions.

11.1. Non-Exclusive Service. Customer acknowledges that SaaS Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DATAMARK's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.

- 11.2. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating other relationships between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.
- 11.3. Publicity. DATAMARK may include Customer's name and/or logo in its customer lists and on its website. Upon signing, DATAMARK may issue a high-level press release announcing the relationship and the manner in which Customer will use the DATAMARK Software and System solution. DATAMARK shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.
- 11.4. Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the DATAMARK SaaS (including technical data) and any SaaS deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.
- 11.5. Notices. Except as otherwise permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile or email, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this SaaS Agreement.
- 11.6. Interpretation. The parties intend this SaaS Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, attachments and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- 11.7. Headings. The headings in this SaaS Agreement are for reference only and do not affect the interpretation of this Agreement.
- 11.8. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.
- 11.9. Entire Agreement. This SaaS Agreement (including the exhibits and appendices) constitute the entire, fully integrated agreement between the parties with respect to the subject matter hereof. Standard or printed terms contained in any purchase order or sales confirmation are deemed

rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

- 11.10. DATAMARK Personal Data Obligations. In performing the SaaS Agreement, DATAMARK will comply with the Michael Baker, International (Michael Baker) Privacy Policy, which is available at <https://mbakerintl.com/privacy-policy/>, and incorporated herein by reference. The Michael Baker Privacy Policy is subject to change at Michael Baker's discretion; however, Michael Baker's policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the VEP Software have been paid. The policies referenced in this SaaS Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Agreement. DATAMARK will only process Customer Personal Data in a manner that is reasonably necessary to provide a VEP System and/or VEP Software and will only process Customer Personal Data for the purpose of delivering DATAMARK SaaS.
- 11.11. Assignment. Neither party may assign this SaaS Agreement or any right under this SaaS Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this SaaS Agreement to an acquirer of all or substantially all of the business of such party to which this SaaS Agreement relates, whether by merger, asset sale or otherwise. This SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement.
- 11.12. No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or because of this Agreement.
- 11.13. Severability. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this SaaS Agreement shall remain in full force.
- 11.14. Surviving Terms. Sections 1, 2, and 7 through 11 of this SaaS Agreement shall survive the expiration or termination of this SaaS Agreement for any reason.
- 11.15. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Pennsylvania without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Pennsylvania.
- 11.16. Compliance with Laws. DATAMARK shall comply with all applicable local, state, national in connection with its delivery of the DATAMARK SaaS, including those laws related to data privacy, and the transmission of technical or personal data.

11.17. Dispute Resolution. Customer's satisfaction is an important objective to DATAMARK in performing its obligations under this SaaS Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this SaaS Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

11.18. Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Software as a Service Agreement as of the provided effective date: _____.

**MICHAEL BAKER
INTERNATIONAL, INC.**

BRADFORD COUNTY

Signature: _____
Name: Dan Kieny
Title: President
Date: _____


Signature:  _____
Name: Carolyn Spooner
Title: Chairwoman
Date: 11-14-2023

EXHIBIT A: SCOPE OF WORK

DATAMARK VEP (Validate, Edit, and Provision)

VEP is a cloud-native service for public safety GIS data aggregation, preparation, analysis, and maintenance. VEP provides a highly configurable user-friendly interface for GIS and non-GIS personnel to perform location data validation, editing, and quality control in alignment with NENA Next Generation 9-1-1 (NG9-1-1) data standards and GIS industry best practices. VEP supports data from local and regional GIS data providers and neighboring 9-1-1 authorities.

VEP is designed to support the most current NENA NG9-1-1 GIS Data Model and to provide the flexibility to incorporate custom fields and additional schema requirements from our clients' GIS datasets. As Bradford County implements the NENA NG9-1-1 GIS Data Model, VEP will become an integral service for validating, editing, and aggregating GIS data from multiple sources that will be provisioned into the NG9-1-1 GIS Core Services (NGCS) solution.

DATAMARK's technical team, comprised of experts in NG9-1-1 requirements and public safety data workflows, is ready to support Bradford County by providing:

- Highly configurable GIS data management solutions for novice to expert level GIS users
- Dedicated technical support of the VEP system
- Comprehensive data QC and validations to prepare data for NG9-1-1
- Platform agnostic design supporting existing public safety systems including CAD, CAD mapping, and AVL

Software as a Service (SaaS) Solution

VEP is a true SaaS service that provides end users with a secure, web-based system for collecting, preparing, maintaining GIS data. VEP streamlines and optimizes editing and validation processes for provisioning data in 9-1-1 systems and other systems reliant on accurate, reliable GIS information. VEP requires no additional investment in specialized hardware or software.

Cloud-Native GIS Data Management Software

VEP leverages the benefits of cloud-native application development including on-demand access to powerful computing resources, modern data and application services, and dynamic coordination of development activities. This enables DATAMARK to effectively stay ahead of changes to industry processes and standards and bring meaningful product innovations to market faster than traditionally developed software platforms.

VEP Software Subscription

VEP is offered in two subscription models, VEP Validator and VEP Editor, to address the broad range of requirements of local, regional, and state GIS stakeholders. Additionally, VEP Aggregator provides purpose-built solutions to regional and state organizations for aggregating and managing consolidated GIS datasets used in legacy 9-1-1, NG9-1-1, and other applications.

VEP Validator

Validation is the process of validating and aggregating GIS, MSAG, and ALI data using VEP's data validations. VEP Validator is used to perform a broad range of validations across dozens of categories, configured for each

client's specific GIS data management requirements. Validation results are downloadable as markup tables for use within Bradford County's GIS environment. VEP's validation features are included in all subscription types.

Validator subscription includes Administrator and Validator user roles; the number of users is based on client population. Additional Validator and Administrator users can be added for additional fees. Validator subscription does not include Editor, Observer, or Aggregator functionality. VEP's user roles are defined in detail in the VEP User Roles section, below.

GIS Data Validation

VEP's validation engine includes a comprehensive suite of tools used to validate and aggregate GIS, MSAG and ALI data which meets and exceeds NENA validation standards. The validation engine enables administrators to run unique QC checks on demand, including DATAMARK's unique Fishbone Analysis.

VEP Validator identifies schema inconsistencies and incompleteness and identifies spatial anomalies and discrepancies within the various datasets. VEP's validations evaluate attribute, topological, and spatial accuracy within each layer and performs cross-feature validations. These validations meet and exceed the NENA standards and include additional checks that support GIS industry best practices for quality control assessments. VEP Validator delivers a comprehensive series of reports on anomalies and changes over time.

Fishbone Analysis

VEP's fishbone analysis compares the placed address point to its geolocated location on the road centerline. This process creates a line between the two locations which provides a powerful dataset for analysis. In clean GIS data, this typically resembles a 'fishbone' with no crossed lines. Where lines cross, a potential anomaly may exist in the GIS data. Data with crossed fishbone lines may be marked as an exception in VEP, following review, to avoid being flagged in future validations.

This analysis reveals anomalies such as address points on the wrong side of the road, out of order address points, or a range of other anomalies.

Fishbone analysis will show an address point that maps to multiple road centerlines and shows attributes duplicated on multiple road segments, or where ranges overlap, causing the address point to be placed on both segments.

Where traditional address point comparison methods may produce false positive results, VEP Validator's fishbone analysis draws a line from the address point to where it falls on its street centerline range as shown in the figure below.

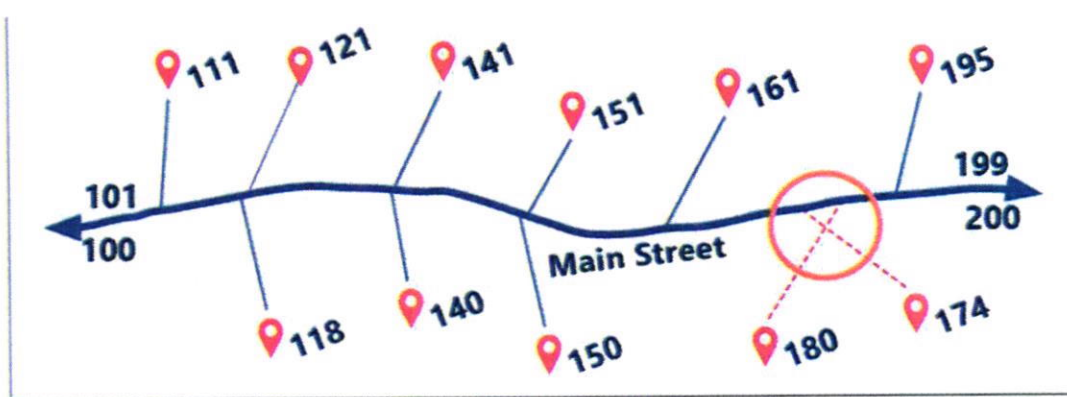


Figure1: Fishbone Analysis

Example: If the address range of Main Street is 100-200, 150 Main Street will draw to the center of that Main Street centerline segment. In clean GIS data, the visual analysis typically resembles a fishbone along the 100-200 range of Main Street. The crossed lines for 174 and 180 Main Street show a potential anomaly in the GIS data to be reviewed and resolved.

VEP Editor

VEP Editor provides a web-based editing interface that enables users to create, maintain, update, validate, and export public safety GIS data. VEP's editing environment includes a comprehensive suite of tools and becomes a force multiplier for GIS departments with limited resources. Editor subscription also includes VEP's Observation features, described below.

Editor subscription includes VEP's validation, editing, and provisioning features. The number of end users who can access the system is based on client population; access for additional Administrator, Editor, Validator, and Observer end users is available for additional fees. VEP's user roles are defined in detail in the VEP User Roles section, below.

Web-Based GIS Editing

VEP Editor's secure web-based editing environment supports experienced GIS users and can be accessed by non-GIS personnel who have been provided with access credentials without requiring separate expensive GIS desktop software, plug-ins, or extensions. This reduces operating costs, reduces the time spent administering standalone GIS solutions, and enables non-GIS users such as dispatchers, fire inspectors, and other authorized personnel to make meaningful contributions to the Client's 9-1-1 and public safety GIS data.

Observation

VEP Editor subscription includes observation features which enable non-editors to drop a point on the map and record observations which will be reviewed and processed by GIS editors. The Observation function's ability to provide GIS data feedback from creates operational transparency, increases communication between public safety and GIS professionals, and improves the quality of the 9-1-1 and NG9-1-1 GIS data in real-time.

Example: A fire engine misrouted to an incorrect location will inform the dispatcher of the routing issue. The dispatcher, who is not a GIS data editor, can use VEP's Observer features to create an observation point and report the routing error. This will send a notification to the GIS authority's GIS data editors, creating an audit trail the editor can use to investigate the issue, resolve any problems in the GIS data, and report how the reported observation was processed.

GIS Data Provisioning with VEP

Editor subscription both include VEP's GIS data provisioning functions and features. Implementation of VEP includes provisioning to Bradford County's native GIS schema and to the NENA NG9-1-1 GIS schema. VEP is platform-agnostic and capable of provisioning GIS data into currently available Spatial Interface (SI) systems.

VEP's download function offers the ability to effectively field map the default database into a custom schema of choice. This functionality enables the client to support multiple public safety and government enterprise

systems without needing to change business practices, systems, and data schemas. Examples of relevant output schemas include:

- CAD systems (to potentially include regional stakeholders')
- Transportation
- Asset Management
- Permitting
- Mobile data collection application

VEP User Roles

Each VEP subscription model provides clients with specific numbers and types of end user subscription. Access to VEP is based on user role and subscription level, to ensure each user of the system has the features, functions, and tools necessary to perform the tasks that meet Bradford County's goals while maintaining security and access control.

VEP user roles are described below:

The **Administrator** role is included in each VEP subscription type and provides users the access to review and approve edits, provisions users and permissions, limits configuration capabilities for display and web service content of the Editor map, and more. This is the highest permission level assigned in the VEP system.

The **Validator** role provides access to VEP's upload, validate, and download functions used to perform data validation and quality control.

The **Editor** role provides access to the VEP dashboard and to the map interface used to perform geometry and attribute edits and validation markups.

The **Observer** role provides access to the map interface to create observations. Observers do not have access to VEP's editing functions.

This proposal includes VEP Editor subscription for the following user roles:

User Role	Number of Users
Administrator	1
Editor	1
Validator / Observer	3

Table 1: User Roles and Number of Users

VEP Software Support

Software support for VEP is included in the annual SaaS subscription and provided through the term of the SaaS Agreement with Bradford County.

VEP's annual subscription includes access to an online support and self-service knowledge center. The DATAMARK VEP Support Center is the first stop for questions about VEP workflow, functionality, and enables users to request support, report issues, and search an online library of videos and articles for information about the system.

DATAMARK VEP Support Center

Bradford County's VEP users will be provided with access to the Support Center through the VEP user interface. The VEP Support Center includes an online support ticket system, a knowledge center to query common issues and system documentation, and a module-based library of user guides, how-to articles, FAQs, video workflow tutorials, and video tips and tricks.

VEP Support Tickets

VEP provides users with secure access to the Support Center ticket system. This system is used to submit, review, and track the status of support tickets. The DATAMARK VEP Technical Support team responds to Support tickets, users can track the status of support tickets directly from the VEP Support Center.

VEP SaaS Agreement

This proposal includes VEP subscription provided to Bradford County for a period of 5 years.

VEP is sold through an annual subscription service and is subject to an annual fee. VEP is provided as a software subscription and contracted through the execution of DATAMARK's SaaS Agreement. The agreement will be automatically renewed unless notice of cancelation is received 60 days before the renewal date.

CLIENT

- Participate in a review of client GIS data field mapping for upload into VEP
- Provide a space, computers, and internet connections for training

DATAMARK

- Conduct the review of GIS data field mapping for upload into VEP with Client
- Provide user access to VEP and the knowledge base/ticketing system
- Conduct VEP end-user training

EXHIBIT B: COMPENSATION AND PAYMENT

Annual subscription for software products will begin and be invoiced upon execution of the VEP SaaS agreement.

Product	Year 1	Year 2	Year 3	Year 4	Year 5	Total
VEP Editor Services	\$13,500	\$14,175	\$14,884	\$15,628	\$16,409	\$74,596

Exhibit C

CUSTOMER USE AUTHORIZATION

Subscriber Name	VEP Type	Tier	A	E	V/O	Specified Rights for Identified Use
Bradford County	Editor	1	1	1	3	N/A

Key: A – Administrator; E – Editor; V – Validator; O – Observer

Appendix A

SAAS SERVICE LEVEL AND MAINTENANCE AGREEMENT

The purpose of this SaaS Service Level and Maintenance Agreement (SLA) is to define the Service Level for the maintenance and support of the DATAMARK SaaS (“VEP Software”). The VEP Software shall be accessible 24 hours per day, 365 days per year subject to routine maintenance and unexpected outages.

Service Level Agreements are used as a tool to measure and guide DATAMARK and Customer in achieving the goals for effective delivery of all DATAMARK SaaS to the Customer. DATAMARK is providing Customer with the capability to run the VEP Software in a hosted environment. DATAMARK may choose to work with other Internet or Application service providers in providing its SaaS to Customer.

The SLA may be modified by DATAMARK from time to time. Updates to the SLA can periodically be found on the DATAMARK VEP Knowledge base accessed through Customer VEP portal. If a modification is unacceptable to Customer, Customer may cancel a subscription, upon written notice to DATAMARK. If Customer continues to use the VEP Software, Customer will be deemed to have accepted the modification. The following SLA shall outline DATAMARK's service level commitment:

1. The VEP Software

Specifically, DATAMARK will provide the following:

- **Application Administration**
Software installation and software updates (patches, upgrades, support, and maintenance)
- **Technical Support**
Online email support during coverage hours, 24x7 access to support portal
- **SaaS Management**
Client activation, security monitoring, change control, problem management, and escalation procedures
- **System Administration**
System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning
- **Network Administration**
Network provisioning, monitoring, response, repair, security, utilization management and capacity planning
- **Data backup and retention**
Backups of Customer data

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet.

2. Server Environment

2.1 Cloud Services

The VEP Software is hosted in a secure Amazon Web Services (AWS) cloud environment. Note: AWS ensures data centers are equipped with back-up power supply to ensure power is available to maintain operations in the event of an electrical failure for critical and essential loads in the facility.

Dedicated compute power for RDS may be allocated to Customers upon request with additional fees.

2.2 Security

DATAMARK ensures that Customer data is protected with data encryption, user authentication, application security, and more. The VEP Software adheres to the following security measures and plans:

- NIST SP 800-53
- Data encryption at TLS
- Proactive Intrusion Detection and Prevention
- Amazon Web Service backup and recovery procedures

Specific measures include:

- All servers are located behind the firewall with only essential ports enabled.
- All firewalls have Intrusion Detection enabled.
- SSL encryption

3. Service Measures

3.1 Availability

The following availability will be maintained:

Measurement	Definition	DATAMARK SLA
Software Availability	The periods of time that the Software is available for use by the Customer not including scheduled downtime.	24 x 7 x 365, 99.5% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Customer data as well as application installation backups	Full database backups of Customer Data are performed routinely every evening. Backup files will be retained for 2 days.
Restoration of SaaS	In the event of a major disaster event, such as flooding of the hosting facility or an earthquake that destroys the infrastructure.	DATAMARK will restore VEP Software at one or more alternate locations within 3 business days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No more than 48 hours.
Problem Response Time	Provision of user support. Primary Coverage will be 8am- 8pm Eastern time Monday through Friday, excluding statutory holidays. Response time will be calculated by dividing the numbers of issues responded to in one hour or less divided by the total number of issues received for the month.	90% of issues responded to in one hour or less during primary coverage. We are targeting a 90% compliance rate that every issue will be responded to in one hour or less during primary coverage. To calculate this, we take: # of issues responded to in 1 hr or less / total number of issues. For example, if a customer logs 10 issues in 1 month and 9 of them were responded to in 1 hour, we have a 90% compliance rate which means we hit our target.

3.2 Priority Levels

Priority Level	Definition	Expected Response	Communication Intervals
Priority 1	Critical System Issue – Complete System Outage	Support Team takes ownership of Problem – Implements emergency plan. System Monitoring is initiated internally.	4 hour maximum
Priority 2	Major Impact – Impact to the Customer’s Business with no work around	Problem is worked on continuously until it is resolved, or a reasonable workaround is applied, during normal business hours.	8 hour maximum
Priority 3	Large impact – Significant inconvenience to customers where a workaround might be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	24 hour maximum
Priority 4	Small to Minor Impact – Minor to Small Inconvenience	Resolution is worked into a planned project list and schedule or it can be deferred until there is time allowed in the project schedule.	Initial response within 72 hour maximum, ongoing weekly updates
Priority 5	Reported bugs or requested enhancements	Bugs are fixed if they are impacting clients’ business. Enhancements are evaluated if approved at DATAMARK’S sole discretion added to the development roadmap as prioritized.	Quarterly unless bug fix is critical to clients’ business

3.3 Downtime / Maintenance

DATAMARK periodically adds, repairs, and upgrades the data center hardware and the Software and shall use its best efforts to accomplish this without affecting the Customer’s access to any Software; however, repairs of an emergency or critical nature may result in the VEP Software not being available for the Customer’s usage during the course of such repairs. DATAMARK reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	Monday - Sunday: 1 am – 4 am Pacific Time	
Scheduled Upgrades & Maintenance	Regular planned uploads of new functionality will take place during the release schedule window. The release schedule includes four (4) quarterly releases and other hotfixes, patch releases and maintenance upgrades.	-Minimum of 5-day Notice prior to the upload going into the production environment. - A message will be displayed on the main site stating DATAMARK is down during scheduled upgrades.

Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	<ul style="list-style-type: none"> -Customer will be notified immediately providing Customer as much prior notice as is commercially practicable of all such emergency maintenance to be performed on the VEP Software. -A message will be displayed on the main site stating DATAMARK VEP Software is down. -Provide a general description of all such emergency maintenance performed no more than ten (10) calendar days following completion of such emergency maintenance.
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4. Compatibility with New Software

4.1 Customer consents and acknowledges that prior to upgrading customer’s third-party software, the Customer is solely responsible to verify and ensure that such third-party software is compatible with their current or future versions of Software. The most significant applications which the Customer should carefully check for compatibility before upgrading any other third-party tools used with, by, or integrated with the Software. DATAMARK will not be responsible for any failures or malfunctions’ resulting from such upgrade and reserves the right not to provide support for such installations.

5. Limitation of the SLA

- 5.1 DATAMARK agrees to maintain uptime of at least 99.5% ("Minimum Uptime Level") excluding Routine and Minor Outages. To the extent that DATAMARK fails during any calendar month to provide the Minimum Uptime Level, it shall provide, upon request of Customer, a pro-rated credit to Customer to compensate for the amount of downtime that exceeds the permitted downtime pursuant to this paragraph. Credits granted hereunder shall be determined within a reasonable amount of time.
- 5.2 DATAMARK will use commercially reasonable efforts to make the Hosted VEP Software available during the applicable Service Windows (except during Force Majeure events) and in accordance with generally recognized industry Service Level Standards for non-mission-critical SaaS applications, excluding unavailability as a result of any of the Exceptions described below in this this Section. “Service Level Failure” means a material failure of the DATAMARK SaaS to meet the Availability Requirement. “Available” means the DATAMARK SaaS is available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications.
- 5.3 Customer must inform DATAMARK’s Technical Support Department by email (a “Credit Request”) within ten (10) days from the end of the month in which the Customer believes that DATAMARK did not satisfy the Availability Commitment, in each instance, and the Credit Request must include a listing of the date(s), time(s) and duration of the downtime experienced during the applicable month. Failure to do so, in any instance, will forfeit

Customer's right to seek a credit from DATAMARK for the failure to achieve the Availability Commitment during the month at issue. Customer's right to receive a credit for a failure to meet the Availability Requirement for a given month shall be Customer's exclusive remedy in connection with the Outage(s) giving rise to the credit. The aggregate maximum value of credits to be issued by DATAMARK to Customer for any and all Outages that occur in a single month will not exceed twenty percent (20%) of the Monthly Annual Fees.

- 5.4 The SLA expressly excludes, and neither the DATAMARK SaaS will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the DATAMARK SaaS that is due, in whole or in part, to any of the following:
- a) Scheduled Downtime, or disabling, suspension and/or termination of the DATAMARK SaaS pursuant to the SaaS agreement;
 - b) Installation, configuration and technical support for DATAMARK SaaS;
 - c) Technical support, consultation or problem resolution pertaining to software applications other than those supplied by DATAMARK and described in this Agreement including access to or use of the VEP Software by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with the SaaS Agreement, Customer Failure, Customer's Internet connectivity, failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by DATAMARK pursuant to this Agreement;
 - d) Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user guide;
 - e) Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than DATAMARK;
 - f) Any alterations or additions, performed by parties other than DATAMARK, except for programs using product interfaces provided by DATAMARK;
 - g) Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user guide;
 - h) Maintenance and support for non-production environments and sand boxes; and
 - i) Data migration.
- 5.5 If Customer requires that a member of DATAMARK's staff provide services pertaining to any of the above exclusions which are not included as part of the SLA, Customer hereby agrees to pay DATAMARK for these services according to the daily support service rate then in effect, prorated hourly.

EXHIBIT A: GSA SERVICES SCOPE OF WORK

This Scope of Work is attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D, between Bradford County and Michael Baker International, Inc.

Managed Services

As a participating county within Florida Region 3, Bradford County will provide local NG9-1-1 data to the regional GIS repository. DATAMARK's managed services include ongoing management of VEP Aggregator described below. DATAMARK will ensure participating counties submit data to the regional repository in accordance with a schedule defined by Florida Region 3. DATAMARK's managed services include all activities associated with creating a regional repository and ensuring participating counties have unlimited access to regional GIS data. DATAMARK will perform data aggregation on a weekly basis.

VEP Aggregator

VEP Aggregator provides regional public safety GIS stakeholders with solutions for consolidating GIS data from multiple sources into a single database, performing cross-jurisdictional validations on the aggregated dataset, identifying anomalies in the data, and exporting the dataset. After anomalies are identified, before they are exported, they are sent back to the original jurisdiction for review, correction, and resubmission.

Centralized, regional management and ongoing validation of the aggregated GIS dataset streamlines its use across public safety platforms, including legacy 9-1-1, NG9-1-1, Computer-Aided Dispatch (CAD), and others.

VEP Aggregator does not require the purchase of additional software or tools and includes VEP's validation and provisioning features. Consolidating and synchronizing local and regional databases is a seamless process using Aggregator from the VEP system dashboard. As local jurisdictions submit data into the aggregated dataset, regional GIS administrators supporting the database can use Aggregator to perform the following tasks:

- Input local GIS data to an aggregated database
- Perform validations focused on boundary, address point, and road centerline data
- Identify anomalies in the data including boundary gaps, overlaps, and other anomalies
- Export aggregated data in the NENA NG9-1-1 GIS schema

Aggregator is provided to regional or statewide GIS stakeholders managing multi-jurisdiction implementations and includes VEP's validation and provisioning features. Aggregator is not meant to replace VEP Validator or Editor for the management of individual local or regional datasets. Clients who currently use VEP to manage local GIS data can efficiently and easily submit their GIS into the aggregated dataset.

CLIENT

Ensure local GIS data is marked Ready for Aggregation

DATAMARK

- Management of the regional GIS data repository
- Perform scheduled data aggregation
- Provide data to participating counties, when requested

MSAG Generator™

The migration from legacy 9-1-1 systems to NG9-1-1 is evolutionary and introduces fundamental changes to emergency call routing and location validation. Moving to NG9-1-1 will require the continued use and management of the Master Street Address Guide (MSAG) during the entire transition period before geospatial call routing and location validation are fully implemented. During this period, the deployment of a GIS-based MSAG to support the legacy 9-1-1 environment is critical to maintaining 9-1-1 operations and ensuring the successful implementation of NG9-1-1.

DATAMARK's MSAG Generator enables GIS and 9-1-1 authorities to create a GIS-based MSAG that maintains continuity between the GIS data layers used in NG9-1-1 and the legacy MSAG. A geospatial MSAG replaces the legacy MSAG for call routing and location validation and is configured following the *NENA Standard for the NG9-1-1 GIS Data Model*.

MSAG Generator delivers optimal support of Bradford County's legacy and transitional environment with a solution designed specifically to create and manage a GIS-based MSAG directly from Bradford County's existing NG9-1-1 Road Centerlines data. MSAG Generator is provided as an additional module within DATAMARK VEP and operated through VEP's intuitive web-based user interface. This integrated access to MSAG Generator within VEP enables users to create a GIS-based MSAG anytime, on-demand.

MSAG Generator can be included with any VEP subscription and is subject to an annual fee. Training for the MSAG Generator solution will be provided virtually by DATAMARK's VEP training team.

DATAMARK

- Conduct MSAG Generator end-user training

Address Comparison and Evaluation (ACE)

The DATAMARK team will perform an Address Comparison and Evaluation (ACE) to compare a master address source to other sources containing address records and identify potentially missing address data. DATAMARK will verify Bradford County address data against highly accurate location data, returning a report of the results and a table of missing addresses with the data.

The team will work with Bradford County to identify which address sources are the best fit for use in the analysis. Bradford County may provide up to five (5) data sources such as parcel or utility databases, waste management records, etc. for the DATAMARK team to compare to their master address dataset. ACE will be supplemented by a commercial list, provided by DATAMARK.

During the ACE, DATAMARK assigns a Weighted Confidence Score to each address in the master address source, based on its recurrence across the supplementary data sources and validation against commercial location data. This score allows us to assess the validity of address candidates identified as missing from the master address database.

After completing the ACE, DATAMARK provides a summary report of the results of the ACE and a table of potentially missing address candidates in tabular or spatial format. This table includes subaddress information (i.e. apartment, suite, etc.) identified in the analysis. DATAMARK will review the table to provide a breakdown of their confidence levels to prioritize investigation and placement within the master address database by Bradford County. Placement of missing address point candidates in the master address database is not included with the ACE service.

CLIENT

- Provide master address database
- Provide up to five (5) spatial or tabular address data sources
- Review ACE results and report of missing address candidates

DATAMARK

- Provide report of the ACE process and summary of findings
- Provide feature class or tabular list of potentially missing address candidates, including subaddress data
- Procure additional commercial data to supplement ACE if necessary, following discussions with Client

Boundary Assessment Facilitation

The DATAMARK team will facilitate individual workshops between Bradford County and five (5) neighboring PSAPs to discuss the placement of PSAP, Provisioning Boundary, and Emergency Service Boundaries (ESB). The workshops must include responsible parties who have the authority to make NG9-1-1 call routing decisions. The DATAMARK team will act as a neutral participant.

At the conclusion of the workshops, DATAMARK will provide a report summarizing action items and/or decisions made as it related to the placement of the NG9-1-1 boundaries. At the conclusion of boundary workshops, DATAMARK will perform final data edits to PSAP and ESB boundaries at the borders with neighboring counties.

Virtual Kickoff Meeting

Discuss the approach of the facilitated workshops, identify the role each participant will play, and what information is required, from whom, and when. The neighboring Counties involved in the boundary workshops include:

- Union County, FL
- Alachua County, FL
- Clay County, FL
- Putnam County, FL
- Baker County, FL

Data Collection and Assessment (Prior to Workshop)

The DATAMARK team will request from each participating County the following GIS files three weeks prior to the workshop:

- Existing/Proposed PSAP boundary
- Existing/Proposed ESB/ESN/ESZ boundaries
- Existing/Proposed Provisioning boundary
- Street centerlines
- Address points (best available)
- Municipal Boundary (in GIS format, if available)

The DATAMARK team will notify the Client within one week if the requested data is not received. The DATAMARK team will accept GIS files until two working days prior to the workshop. Upon receipt of the data, DATAMARK will compile the collected data into a map for review and discussion during the Facilitated Workshop(s).

Facilitated Workshop: PSAP Boundary and Data Maintenance Authority – Decision Making Process

The DATAMARK team will present to the group the maps prepared during the Data Collection and Assessment Phase. DATAMARK's role during the workshop is to operate the map, display areas of boundaries disagreement, provide best practice guidance, facilitate a workable solution, and document areas of interest during the meeting. Documentation, including best practice instruction, is provided back to the Client after the facilitated workshop(s). It is the discretion of the Client, and the neighboring Counties, to use the documentation to create an agreeable boundary. At the completion of workshops, DATAMARK will perform final edits to the PSAP, Provisioning, and Emergency Service Boundaries where those boundaries meet adjoining counties. This does not include boundaries which are located on the interior portion of the county.

Summary Boundary Facilitation Report

The Facilitated Workshop process is an important learning process for all participants. It is recommended each participating PSAP conduct a similar exercise with each of their adjoining neighbors. A Summary Report delivered to the Client will provide an opportunity to review the decision-making assistance process as well as lessons learned. As part of the Summary Report, the DATAMARK team will prepare a document that details each step in the process and the outcome of each Facilitated Workshop.

CLIENT

- Provide the names and contact information of participating PSAPs/Counties to DATAMARK
- Host the workshop(s) and find a suitable location(s)
- Provide Client GIS data for use in facilitated workshop(s)
- Accept final report

DATAMARK

- Facilitate a virtual project kickoff
- Facilitate sending workshop invitations and requesting GIS data of participating PSAPs/Counties
- Facilitate workshop(s)
- Send meeting minutes after each workshop
- Provide summary report with compiled documentation from each workshop(s)

GIS Data Remediation

DATAMARK is highly experienced in remediating GIS data used in public safety, NG9-1-1, and other applications. GIS Data Remediation services evaluate data for completeness and quality using proprietary software and validation processes and our GIS data professionals work closely

with our clients to review anomalies and perform data revisions and updates. Collaborative workflow and open communication ensure Bradford County is actively engaged throughout the data remediation project.

DATAMARK follows public safety and GIS industry best practices for GIS data work. Remediation services performed on GIS datasets used for NG9-1-1 call location and routing brings data into conformance with the *NENA Standard for NG9-1-1 GIS Data Model (NENA-STA-006.1.1-2020)*.

Bradford County will receive data remediation for the following layers:

- Address Points
- Road Centerlines
- Boundaries (NENA Schema, Topology, and Attributes)
 - PSAP Boundaries
 - Emergency Service Boundaries (ESB)
 - Provisioning Boundaries

GIS Data Remediation projects are executed in phases, beginning with performing GIS-based fixes in the data followed by a discussion of anomalies that do not require field verification and identification of anomalies that require client follow-up or field verification. During each phase of the project, DATAMARK will communicate issues and provide project status updates.

Phase 1: Data Remediation Plan and GIS Based Data Revisions

Following the Project Technical Plan, which outlines the project’s scope, timeline, and deliverables. Our GIS professionals perform GIS-based data revisions that do not require client interaction such as parsing data and value normalization (example: “AVE” and “AV” to “AVENUE”).

Phase 2: Identify, Review, and Correct Anomalies in the Data

DATAMARK will identify and review anomalies which require additional information from Bradford County to address. Our GIS professionals will correct anomalies that require input but do not require additional field verification or extensive research to resolve.

Phase 3: Final Data Delivery

Following the completion of the GIS based revisions and correction of reviewed anomalies, DATAMARK will conduct a virtual meeting to discuss the results of the data remediation project and deliver the remediated dataset(s) back to Bradford County. We will provide a list of any remaining anomalies that require additional work to resolve through field verification or other means and review them with Bradford County during delivery of the final dataset.

CLIENT TASKS/RESPONSIBILITIES

- Provide GIS dataset(s) to be remediated to DATAMARK
- Accept Data Deliverable

DATAMARK

- Conduct virtual review of data anomalies, virtual project reviews, and final data delivery
- MSAG & ALI Discrepancy Report Analysis
- Final remediated data layers and data remediation summary report

Strategic Planning and Implementation Plan

DATAMARK's Strategic Planning services evaluate your current public safety, addressing, and GIS data environment, enabling us to deliver future state recommendations and create an implementation plan for developing accurate, reliable GIS workflows, addressing and data.

Strategic Planning services are delivered in phases. First, DATAMARK performs a Current State Assessment and Gap Analysis of our client's addressing and GIS data, data environment, and management processes to assess GIS data readiness for Next Generation 9-1-1 (NG9-1-1). The results of this assessment are then used to create and document Future State Recommendations to achieve the client's GIS data objectives, data management goals, and NG9-1-1 GIS data readiness. Following completion of the Strategic Planning services, DATAMARK formally reviews the results of the Current State Assessment and Gap Analysis and Future State Recommendations with the client.

DATAMARK's experienced GIS and addressing professionals will then develop a comprehensive Implementation Plan for clients requiring a detailed plan to implement the Future State Recommendations provided by our team. The Implementation Plan identifies the key stakeholders, resource staffing requirements, addressing and GIS technologies, processes, workflows, and deliverables to successfully put Future State Recommendations into action.

Phase 1: Current State Assessment and Gap Analysis

The Current State Assessment and Gap Analysis evaluates Bradford County's GIS data, GIS and addressing workflows, processes, and the GIS environment to provide an accurate Gap Analysis and needs assessment of Bradford County's GIS data and GIS data objectives.

Current State Assessment

The DATAMARK team conducts interviews with technical staff, internal stakeholders, and external stakeholders to develop a comprehensive understanding of the addressing and GIS data environment, and management processes. During the Current State Assessment, DATAMARK compares data management practices and workflows to NENA standards to determine readiness for deployment in current/legacy 9-1-1 and NG9-1-1 environments.

Gap Analysis

DATAMARK performs a Gap Analysis on NG9-1-1 related data to determine NG9-1-1 readiness and adherence to NENA NG9-1-1 standards. We assess Bradford County's GIS and public safety data, including MSAG and ALI, for data quality using a comprehensive series of validations.

DATAMARK conducts a formal review of the results of the Current State Assessment and Gap Analysis. This review will include the findings of the Current State Assessment and the results of the data validations performed during the Gap Analysis.

The results of the Current State Assessment and Gap Analysis are used to develop Future State Recommendations. We will work with Bradford County to discuss how the results impact your GIS data objectives and how they may be presented to support your GIS data objectives, data management goals, and NG9-1-1 GIS data readiness.

CLIENT

- Provide copy of current GIS data to DATAMARK for validation checks
- Provide documentation of GIS data workflows, address management, and public safety applications
- Provide introductions to key personnel for DATAMARK outreach
- Accept report of the Current State Assessment

DATAMARK

- Conduct interviews with client and stakeholders
- Perform validations on client GIS data
- Deliver Current State Assessment to Client

Phase 2: Future State Recommendations

DATAMARK develops Future State Recommendations based on the Gap Analysis and needs assessment, interviews, and data validations performed during the Current State Assessment. DATAMARK will work with the project stakeholders to document GIS data objectives and data management goals. Recommendations are clearly defined and align to the GIS data objectives, specifically addressing the GIS stakeholders' goals, management processes, workflow, and quality issues. Recommendations are documented and reviewed with project stakeholders prior to release of the final report.

Future State Recommendations can be used to justify funding and grant requests, define deliverables for GIS data projects, determine needs for additional staffing, and develop the scope of services for location data projects and RFPs. DATAMARK's recommendations clearly identify the steps needed to resolve issues identified in the Current State Assessment, define the solutions and services that will improve the GIS data environment, and optimize data management workflows.

DATAMARK provides clients and stakeholders with a report which concisely details each of the Future State Recommendations for developing reliable high-quality public safety GIS data and creating efficient, consistent, and GIS data management processes.

Future State Recommendations require the completion of a Current State Assessment and Gap Analysis and are required to develop the Implementation Plan.

CLIENT

- Complete a Current State Assessment and receive results from DATAMARK
- Accept final report of Future State Recommendations

DATAMARK

- Deliver Future State Recommendations to Client

Phase 3: Implementation Plan

DATAMARK will create an Implementation Plan that clearly defines the stakeholders, resources, deliverables, technologies, processes, and project schedule necessary to implement the documented Future State Recommendations. The Implementation Plan is developed in close coordination with Bradford County personnel and any external stakeholders. DATAMARK conducts hands-on workshops with client team members and project stakeholders to prioritize the most important needs, identifying:

- Resourcing required to implement each stage of the plan and responsible entities
- Technology resources required to support the plan
- Deliverables and timing for each stage of the implementation

Implementation Plan objectives are based on the Future State Recommendations and developed following the SMART philosophy. Each objective is Specific, Measurable, Assignable, Realistic, and Time-related. The Implementation Plan will also consider:

- Client requirements
- Time constraints
- Other critical projects
- Resource availability

DATAMARK conducts follow-up meetings with Bradford County team members and project stakeholders to review the Implementation Plan and project schedule.

Development of an Implementation Plan requires the completion of both the Current State Assessment and Gap Analysis and Future State Recommendations.

CLIENT

- Complete and receive results of the Current State Assessment and Future State Recommendations services
- Accept completed Implementation Plan

DATAMARK

- Facilitate workshop sessions with client staff and external stakeholders
- Deliver completed Implementation Plan to Client
- Formal review of the Implementation Plan with the Client

GIS Data Support Services

DATAMARK's GIS and Public Safety professionals provide Data Support Services to clients requiring additional expertise from trusted advisors to support their data management operations. To ensure the county maintains NG9-1-1 data to meet NG9-1-1 standards, DATAMARK will provide the Bradford County with 300 hours of data support after data creation and remediation is complete.

DATAMARK will provide GIS data support and legacy consulting services annually at a fixed rate. For each request under this task, DATAMARK will provide a task order with level of effort and receive approval before executing the task. All work will be performed during normal business hours. Tasks may include but are not limited to data creation, data remediation and MSAG / ALL consulting services.

Data support service hours are non-transferrable and expire at the conclusion of the contract year.

DATAMARK

- Provide data support services requested

PROJECT MANAGEMENT

A DATAMARK project manager will be assigned to the implementation of the proposed solution. The project manager will provide hands-on contact with Bradford County and oversee all aspects of the project scope, schedule, and budget.

Project Kickoff

The DATAMARK team will set up the project for budget management and perform internal project startup tasks. The DATAMARK team will conduct a project kickoff meeting with key

Bradford County staff overseeing the project and other stakeholders deemed appropriate for the kickoff meeting by Bradford County to establish a solid understanding of the project goals, timeline, and approach. Team members will be introduced at the kickoff meeting, and their project roles and responsibilities will be defined. The project schedule will be presented, with focus on the dates for key milestones, and the project management approach will be discussed. The DATAMARK team, in partnership with Bradford County, will initiate the project and begin execution of the Scope of Work within 15 business days of receiving a fully executed purchase order and/or fully executed contract, as applicable.

Approach

The DATAMARK team will outline the project management approach, techniques, and tools. The project management approach adheres to Michael Baker's practices for managing project finances, contracts, operations, and schedule.

Scope/Schedule/Budget Tracking

The DATAMARK project manager will perform ongoing tracking and monitoring of the scope, schedule, and budget to keep the overall project on track. This involves regular communication to the DATAMARK team on project status to keep the team focused and working efficiently.

Project Reporting

The project manager will provide project status reports to Bradford County on a schedule to be determined during the kickoff meeting.

Project Invoicing

The project manager will provide invoices to Bradford County on a monthly basis or by project milestone, as agreed to with Bradford County.

CLIENT

- Participate in project kickoff meeting
- Review, comment on (as necessary), and approve monthly invoices

DATAMARK TEAM

- Project kickoff meeting
- Schedule project status calls and reports with the client
- Deliver invoices to the client

EXHIBIT B: COMPENSATION AND PAYMENT

Services will be billed on a monthly basis as they are rendered not to exceed the total price below.

Service	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Managed Services	\$21,940	\$23,037	\$24,189	\$25,398	\$26,668	\$121,232
MSAG Generator	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$12,500
Address Comparison and Evaluation (ACE)	\$18,349	\$0	\$0	\$0	\$0	\$18,349
Boundary Facilitation	\$28,083	\$0	\$0	\$0	\$0	\$28,083
GIS Data Remediation	\$60,000	\$0	\$0	\$0	\$0	\$60,000
Strategic Planning	\$39,000	\$0	\$0	\$0	\$0	\$39,000
GIS Data Support Services	\$44,400	\$46,620	\$48,951	\$51,399	\$53,968	\$245,338
Totals	\$214,272	\$72,157	\$75,640	\$79,297	\$83,136	\$524,502

IN WITNESS WHEREOF, the parties hereto have executed this Scope of Work attached to and made part of the GSA Federal Acquisition Services contract 47QRAA21D008D, between Bradford County and Michael Baker as of the provided effective date: _____
_____.

**MICHAEL BAKER
INTERNATIONAL, INC.**

BRADFORD COUNTY

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: *Carolyn Spooner*
Name: Carolyn Spooner
Title: Chairwoman
Date: 11-14-2023

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM Consent Agenda Approval of E911 grant

DEPARTMENT: Bradford County Sheriff's Office

PURPOSE: Authorization for continued 911 **maintenance** funding by the state to the county – BoCC authorization required as per State Statute 635.

ASSOCIATED COST(S): None – handled by the Sheriff's Office

BUDGET LINE (G/L #): N/A – handled by the Sheriff's Office

Additional Terms and Conditions for Rural and State Grant

22-11-17

This Grant Agreement is entered into by and between the Florida Department of Management Services (the “Department” or “DMS”) and **Bradford** County BOCC (“Grantee”), collectively referred to as the “Parties.” The terms of this document supplement the terms and conditions contained in W Form 1A, Application for the E911 Rural County Grant Program or W Form 3A, Application for the 911 Grant Programs (hereinafter the “Application”), and the Grantee’s award letter.

1. GENERAL TERMS AND CONDITIONS

By executing this agreement, the Grantee agrees to the following:

- 1.1. The Application, the Grantee’s award letter, and this document, including its attachments and exhibits (hereinafter 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:
 - 1.1.1. this document;
 - 1.1.2. Attachment 1, Audit Requirements for Awards of Assistance (with its Exhibit 1);
 - 1.1.3. the Grantee’s award letter; and
 - 1.1.4. the Grantee’s submitted Application.
- 1.2. 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.
- 1.3. The term of this agreement begins on **November 1, 2022** and ends on **April 30, 2024**.
- 1.4. 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 grants awards.
 - 1.4.1. The Grantee agrees to comply with the State of Florida Reference Guide for State Expenditures, which can be obtained at:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- 1.5. This is a cost reimbursement agreement. 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.
- 1.6. 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
 - 1.6.1. The Grantee shall refund to the Department any balance of unobligated funds that was advanced or paid to the Grantee.
 - 1.6.2. The Grantee shall refund any monies used for ineligible purposes under the laws, rules, and regulations governing the use of these funds.
- 1.7. The Grantee agrees that the final request for reimbursement and supporting documentation for incurred obligations shall be submitted to the Department no later than the term of this Agreement.

2. AUTHORITY

The Department has been appropriated funds from the Emergency Communications Number E911 System Trust to provide grants to counties for the purpose of upgrading E911 systems. The Department has the authority, pursuant to section 282.702, F.S., to enter into this Agreement and to disburse the appropriated funds to the Grantee under the terms and conditions set forth herein.

3. OBLIGATION TO PAY

The State’s obligation to pay under this Agreement is contingent upon an 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 E911 System Maintenance		
Performance Standard	Documentation	Financial Consequences
<p><i>Complete all work to complete E911 System Maintenance in accordance with the Grantee’s contract with its vendor. Grantee shall attach this contract, which shall include redactions with applicable exemptions for public records within section 119.071, Florida Statutes.</i></p>	<p>1) Reimbursement claim in accordance with Section 15, below. 2) The Grantee shall submit copies of: a. Any contracts or purchase orders with vendors; b. Vendor invoices; c. Proof of payment to vendors; and d. Proof of receipt of deliverables.</p>	<p>If Grantee fails to comply with any term of the award, DMS shall take one or more of the following actions:</p> <ol 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. <p>DMS will provide no reimbursement for any improvement that does not meet the standards established in this award.</p>
TOTAL REIMBURSABLE AMOUNT NOT TO EXCEED \$30,050.00		

5. CONTACTS

5.1. 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 Managers responsible for the administration of this Agreement are:

Sarah G. Mashburn
4030 Esplanade Way
Tallahassee, FL 32399
E911boardelectronicgrantreports@dms.fl.gov

5.2. The Grantee's Agreement Manager is responsible for monitoring 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 E911 Board in accordance with Section 9.0 of the Application.

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

Michael Heeder
PO Box 400
Starke, FL. 32091
michael_heeder@bradfordsheriff.org

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

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 Florida Administrative Code (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 (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).
- 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 Department is authorized to inspect the: (a) financial records, papers, and documents of the Recipient that are directly related to the performance of the Agreement or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Recipient which 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 Recipient shall provide such records, papers, and documents requested by the Department within 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"), all obligations on the part of the E911 Board to make any further payment of funds shall, if the Department elects, terminate and the Department has the option to exercise any of its remedies set forth herein. 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 timely fashion;
- 10.3. If the Grantee or is unable or unwilling to meet its obligations under this Agreement;
- 10.4. If material adverse changes occur in the financial condition of the Grantee at any time during the term of this Agreement; or
- 10.5. 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 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 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 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. The Grantee remains fully responsible for satisfactory completion of any and all work performed by any contractors and subcontractors.
 - 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, at its expense, will defend the Department against such claims.
- 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.

- 13.3. The Grantee agrees all Grantee contracts or subcontracts entered into pursuant to this Agreement shall contain language requiring contractor(s) or subcontractor(s) who are paid from funds provided under this Agreement (i) be bound by the terms of this Agreement, as applicable; and (ii) be bound by, and contain all provisions necessary to ensure the contractor's compliance with, all applicable state and federal laws and regulations.

14. MANDATED CONDITIONS

- 14.1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County.
- 14.2. 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.
- 14.3. The Recipient 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. The link to E-Verify is <http://www.uscis.gov/e-verify>. By executing this Agreement, the Recipient 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 Recipient 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. The Recipient shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Agreement Manager within five (5) days of Agreement execution.
- This section serves as notice to the Recipient regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Agreement if it has a good faith belief that the Recipient has knowingly violated section 448.09(1), F.S. The Department will promptly notify the Recipient and order the immediate termination of the contract between the Recipient and a contractor and/or any subcontractors 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.
- 14.4. In accordance with section 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.

15. MISCELLANEOUS

- 15.1. 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. Invoicing. The Grantee shall submit all claims for reimbursement and for progress payments, as described in the Application, using Appendix IV, Financial Reimbursement of Expenditures Reporting Form, to the Application. The Grantee may submit claims to the Board as needed; however, the Grantee shall not submit more than one claim per month. 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.
- 15.3. 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.

- 15.4. 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.
- 15.5. 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.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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.
- 15.9. Notices. All notices from both parties, outside of the notice of award and notices related to the business of the E911 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 address in section 5 herein.

I hereby affirm my authority and responsibility for the use of funds requested.

Grantee

Signature - Chair, Board of County Commissioners or County Manager

Date: 12-05-2023

Carolyn Spooner

Printed Name

Grantor

Department of Management Services

Date: _____

Printed Name

APPLICABLE STATUTES AND REGULATIONS

The Grantee and the Department shall be governed by all applicable State and federal laws, rules, and regulations, including those identified in this table.

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; noncollectible 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
§ 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 E911 Plan and E911 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 - E911 Board</i>

Grant Number: 22-11-17	Grant Award Date: 11/16/2022
Catalog of State Financial Assistance number: 72.001	Catalog of State Financial Assistance title: Wireless 911 Emergency Telephone System Rural County Grant Program

Attachment 1

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

The administration of resources awarded by the Department of Management Services (Department) to the Grantee 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 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, or other procedures. By entering into this agreement, the Grantee 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 Grantee is appropriate, the Grantee agrees to comply with any additional instructions provided by Department staff to the Grantee regarding such audit. The Grantee 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: State Funded

In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such Grantee (for fiscal years ending June 30, 2017, or thereafter), the Grantee must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; applicable rules of the Department of Financial Services; 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 Grantee 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.

1. For the audit requirements addressed in Part II, paragraph 1, the Grantee 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.
2. If the Grantee expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, or thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the Grantee 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 Grantee's resources obtained from other than state entities).

Part II: Other Audit Requirements

N/A

Part III: Report Submission

1. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the Grantee directly to each of the following:
 - a. The Department at each of the following addresses:
Electronic copies (preferred): E911BoardElectronicGrantReports@dms.fl.gov

Or

Paper (hard copy):
The Department of Management Services
E911 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.
2. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely 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.
3. Grantees, when submitting financial reporting packages to the Department for audits done in accordance with 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 Grantee in correspondence accompanying the reporting package.

Part V: Record Retention

The Grantee 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.

Subject to Section 215.97, F.S.:

1. State Project A:

State Project: 911 Rural County Grant Program

State Awarding Agency: State of Florida, Department of Management Services

Catalog of State Financial Assistance Title and Number: 72.001 Wireless 911 Emergency Telephone System Rural County Grant Program

Amount: \$30,050.00

1. State Project B:

N/A

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

The compliance requirements are as stated in Grant Agreement 22-11-17 between the Grantee and the Department, entered in State Fiscal Year 2022-2023

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: 12/5/2023

AGENDA ITEM: System Maintenance Grant

DEPARTMENT: Communications Department of the Bradford County
Sheriff's Office

PURPOSE: Continued maintenance CPE hardware/Software Refresh

ASSOCIATED COST(S): \$190,142.67

BUDGET LINE (G/L #):

911 Grant Programs

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1. Purpose

Each county, group of counties or region applying for E911 State Grant, to be further known as 911 State Grant, to assist counties with the replacement or upgrade of 911 Systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG911) systems and services.

The State 911 Grant Programs distributes funds collected pursuant to section 365.172-173, Florida Statutes.

2. Eligibility

Any county in the State of Florida is eligible to apply for these grant programs.

3. Definitions

- 3.1. **Alternate Contract Source (ACS)** – A competitively procured contract led by a federal, state, or local government. The ACS contract is cost-effective, contains language contemplating its use for cooperative purchasing, and the best interest of the county to use for purchases, provided the county's purchase is not over expansive in size and scope.
- 3.2. **E911 System:** The Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping, and call answering communications equipment.
- 3.3. **Enhanced 911 (E911):** An enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and also directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location-identification features
- 3.4. **GIS Maintenance:** Ongoing GIS maintenance of a county's GIS data that consists of road centerline, site/structure address points, primary PSAP boundaries, MSAG and ALI maintenance services and address assignment services.
- 3.5. **Government Accounting Standards Board (GASB):** The independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.
- 3.6. **Grantee:** The county, group of counties, or region awarded a grant.

- 3.7. **Hosted Services:** Technology services using the vendor's servers for a fee.
- 3.8. **Maintenance Contract:** a business agreement between a contractor and customer covering the maintenance of equipment over a specified period..
- 3.9. **Memorandum of Understanding:** A signed agreement between a group of counties outlined in a formal document. It signals the willingness of the parties to move forward together. The MOU can be seen as the starting point, as it defines the scope and purpose.
- 3.10. **Next Generation 911 (NG911):** The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service. NG911 also directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the call/signal originated, or as otherwise provided in the State E911 Plan and that provides for automatic number.
- 3.11. **Next Generation 911 Core Services (NGCS):** The base set of services needed to process a 911 call/signal on an ESInet. Includes the Emergency Service Routing Proxy (ESRP), Emergency Call Routing Function (ECRF), Location Validation Function (LVF), Border Control Function (BCF), Bridge, Policy Store, Logging services, and typical IP services such as Domain Name System (DNS) and Dynamic Host Configuration Protocol (DHCP). The term NG911 Core Services encompasses the services but does not include the network on which they operate.
- 3.12. **NG911 Equipment:** Hardware equipment and peripherals needed to implement and maintain NG911 services.
- 3.13. **Public Safety Answering Point (PSAP):** The public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the State E911 plan.
- 3.14. **Region:** Refers to counties grouped by the Florida 911 Regional Map.
- 3.15. **Regional Next Generation 911 project:** A project in support of the NG911 interoperability with at least two-thirds of the counties in a region with the intention of achieving a NG911 statewide call routing capability in accordance with Section 365.177, F.S.
- 3.16. **Service contract:** A written contract to perform, over a fixed period or for a specific duration, duties relating to informal and technical services.
- 3.17. **Warranty Contract:** A written guarantee given to the purchaser of a new item by the manufacturer or dealer, usually specifying that the manufacturer will make any repairs or replace defective parts free of charge for a stated period.

4. 911 Grant Programs Calendar

The E911 Board will accept applications as noticed in the Florida Administrative Register.

Action	
Eligible entity submits application	Submission date(s) as published in the Florida Administrative Register
E911 Board members evaluate applications	Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting	Within three months of the submission date
E911 Board sends notification letter of awards approved or denied for funding to the counties	Within four months of the submission date

Performance Period	
County, group of counties or regional implementation/ installation period -Two Year Award	Two years from receipt of award notification
Regional NG911 Project – Five Year Award	If at least 2/3 of the counties in a region participate, maximum of five years
County grant conversion to a regional project (5-yr grant)	Up to three years from the original grant expiration date
Initial database synchronization (such as ALI, MSAG, and Centerline)	Two years from receipt of award notification
Database maintenance (such as ALI, MSAG, Centerline....)	Approved only with Regional Projects

5. General Conditions

Applications must be delivered to the following address:

**State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950**

Or electronically to E911BoardElectronicGrantReports@dms.fl.gov

Electronic receipt of the grant application and all attachments is preferred.

- 5.1. The applicant shall provide Application Form items 1 through 14 and the applicable procurement documents. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of an E911 Grant Programs published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.2. Pursuant to sections 365.172(6), 365.172(10), and 365.173(2) Florida Statutes, grant funds must only be used for the following items/services: to upgrade or replace 911 systems; to develop and maintain statewide or regional 911 routing; geographic information and management information systems (GIS and MIS); to develop and maintain Next-Generation 911 (NG911) services and equipment, and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG911 services. Warranty costs shall be calculated to account for only the first-year warranty.
- 5.3. GIS grant funding will be limited once the county, group or region has achieved the minimum 98% accuracy rate as identified in the NENA GIS Data Model. Additional funding limitations for annual GIS database maintenance will be limited as stated in Addendum 1.
- 5.4. Although a Next Generation 911 Regional Project can be awarded for up to five years, the cost shall be accounted for on a yearly basis.
- 5.5. The Board recommends for any Next Generation 911 (NG911) grant projects, counties must certify in writing that the proposed systems are interoperable with existing or proposed bordering counties', regions', and/or adjacent state NG911 systems. Certification must also affirm compliance with current NENA NG911 standards or NG911 certification programs established by federal programs. All vendors for next generation 911 projects vendors certify in writing that their systems are interoperable with bordering counties, regions, and adjacent state lines, if applicable, consistent with current NENA NG911 standards.

- 5.6.** Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.
- 5.7.** All maintenance requests, within a single priority, for eligible services and equipment shall be combined into a single application, including the breakdown of line-item costs. See funding limitations in sections 6.2.1
- 5.8.** All grant applications shall be accompanied by at least one complete quote for equipment or services.
 - 5.8.1.** Grant applications totaling \$35,000.00 or more must be accompanied by at least two written substantiated quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs, including equipment, service tasks, and deliverables. Any county that has made a good faith effort to obtain at least two quotes in accordance with the competitive procurement process in 287.057(1), Florida Statutes, and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of posting of the request with documentation of the limited responses subject to the following exceptions:
 - a)** When purchasing from a DMS State Term Contract or DMS authorized Alternate Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Counties shall provide vendor contract number with the grant application. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail.
 - b)** When purchasing from an Alternate Contract Source that has not been approved by DMS State Purchasing, the county shall follow their county procurement rules and policies, with provision of a letter from the county's purchasing department.
 - c)** Services or commodities provided by governmental entities do not require more than one quote.
 - d)** The county, group of counties, or region can initiate a request for approval to procure from a single-source vendor. These will be considered on a case-by-case basis. Justification for single-source procurement shall be provided with the application, which shall include a costs analysis that reviews the allowability, necessity and reasonableness of all cost elements. The single-source procurement will be considered if provided in accordance with chapter 287, Florida Statutes. A letter from the applicable county's purchasing department(s) that the project is a single-source procurement based

on section 287.057(3)(c), Florida Statutes, shall be provided with this grant application.

- 5.9.** Applicants requesting items from different funding priorities should complete a separate Budget Report (Rule 60FF1-5.0035(1), F.A.C) for each priority. See Addendum 2 - Funding Priorities for the 911 Grant Programs, for a listing of funding priorities. Items from the same funding priorities should be combined in the same Budget Report and shall comply with General Conditions, item 5.9.
- 5.10.** An individual county application must include:
- 5.10.1.** A detailed description of line item and cost. This would include the item, model, or version. Additional information requests shall be made for more clarification, as needed.
 - 5.10.2.** If possible, software service/maintenance dates.
 - 5.10.3.** Budget Report.
 - 5.10.4.** Most current Form 6A in Rule 60FF1-5.006(2), F.A.C The form can be submitted during the annual collection of county fiscal data for the annual report or with the grant application.
- 5.11.** Should a region or a group of counties apply for a grant, the following additional information needs to be provided:
- 5.11.1.** A summary of the costs for the entire region or group of counties detailing the following:
 - a)** Total amount of funds being requested.
 - b)** The scope of work (SOW) that clearly establishes the tasks and deliverables being performed for the successful completion of the project. All deliverables must be directly related to the SOW and include information on how the region will be interoperable.
 - c)** Single source documentation if applicable.
 - d)** All individual county application(s), see requirements in 5.11.
- 5.12.** A memorandum of understanding (MOU) or an inter-local agreement from all counties involved must be completed within 3 months of E911 Board award.
- 5.13.** Funding application requests must include a scope of work that establishes the tasks and deliverables to be performed. The applications shall include all tasks that are required for the successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county, group of counties, or region before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

- 5.14. Funding application requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county, group of counties or region grant application request or grant award be less than the projected cost of the equipment or service, the county, group of counties or region should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.
- 5.15. The county shall provide information on the county's preceding year E911 fee revenue amount and the preceding year's carryforward amount. Use Form 6A in Rule 60FF1-5.006(2), F.A.C. for this purpose. The form can be submitted during the annual collection of county fiscal data for the annual report or with the grant application.
- 5.16. A state grant award may be limited by the carry forward balance.
- 5.17. Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county, group of counties, or region. Include detailed justification and explanation for any 911 system with an expected remaining life of less than one year.
- 5.18. Funding application requests contingent upon "beta testing" or products and services not in general production and installation will not be funded.

6. Guidelines for 911 Grant Expenses

- 6.1. The following expenses will not be funded through grant award:
 - 6.1.1. Salaries and associated expenses for 911 coordinators, call takers, or other 911 personnel
 - 6.1.2. Wireline database costs
 - 6.1.3. Vehicle expenses
- 6.2. Funding limitations are specified on the following items:
 - 6.2.1. Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded for more than the first-year implementation period.
 - 6.2.1.1 Service contracts for Next Generation 911 Regional Projects may can be approved for up to 5 years on a case-by-case basis. Ongoing cybersecurity maintenance may be approved on an annual basis.
 - 6.2.2. Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county, either one primary or one secondary PSAP. Counties with only one PSAP with no other primary or secondary

PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

- 6.2.3. Except for NGCS, selective router equipment costs are limited to a primary PSAP system.
- 6.2.4. Training cost funding is limited to the new system and equipment training.
- 6.2.5. The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures.

7. Approval and Award

- 7.1. The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2. DMS grant agreements shall be signed by an authorized signatory authority for the county after the grant is approved.
- 7.3. Grant awards will be withheld for any county, group of counties, or region that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards are eligible to be withheld if the county, group of counties, or region is not in compliance with Board reporting requirements.
- 7.4. Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the 911 Grant Programs.
- 7.5. The E911 Board will adjust the amount awarded to a county, group of counties, or region based upon the availability of funds, the reasonableness of the cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in section 365.173(2)(g)1.,2., and 3., Florida Statutes, E911 State Plan, or documented factors provided in the grant application submission. NG911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County, group of counties or region, and State alternatives. All stepped pricing should be thoroughly explained, including the corresponding benefits for the county, group of counties or region, and the E911 Board.

8. Financial and Administrative Requirements

- 8.1. Grant funds are provided on a cost-reimbursement basis.
- 8.2. Each grantee shall submit reimbursement claims to the E911 Board as needed; however, each county is limited to only a single claim request per grant, per

Application and instructions for 911 Grant Programs, revised May 2023
W Form 3A, incorporated by reference in Fla. Admin. Code R. 60FF1-5.003 911 Grant Programs

month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Financial Reimbursement of Expenditures Form in Rule 60FF1-5.0035(4), F.A.C. Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget category in which you have incurred expenditures. Incomplete reimbursement requests will be returned after 14 days if no updates are received from the county.

- 8.3. Upon written request and with documentation justifying the need, a progress disbursement shall be considered with a completed Financial Reimbursement of Expenditures Form in Rule 60FF1-5.0035(4), F.A.C., itemized purchase order, and vendor itemized invoice. All items must comply with the Florida Department of Financial Services (DFS) Reference Guide for State Expenditures. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment. Abuse of this policy will lead to denial of future payment.
- 8.4. Reimbursement claims shall include only expenditures related to the specific grant and include purchase orders, itemized invoices, and proof of successful payment to the vendor. The reimbursement request must match the scope of work and budget proposed in the grant applications to include the quote provided with the application. Grants that include costs defined by a set number of work hours dedicated to a project must include additional documents as requested by DMS staff. All items must comply with the DFS Reference Guide for State Expenditures.
- 8.5. **To assure prompt processing, complete reimbursement claims should be e-mailed to: E911BoardElectronicGrantReports@dms.fl.gov**
- 8.6. Grant funds can only be expended between the beginning and end dates of the grant term, unless the E911 Board authorizes an extension. Request for reimbursements may be submitted up to 120 days after the end of the grant term.
- 8.7. It is the county responsibility to maintain the property, equipment, or services in accordance with the scope of work. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro-rata basis. If the equipment costs over \$5,000, a county, group of counties, or region must maintain it on an inventory for five years unless the item becomes obsolete.
- 8.8. If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro-rata basis.
- 8.9. The grantee agrees that any improvement, expansion, or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete (on average five years).

- 8.10.** If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:
- Withhold grant payments pending grantee correction of the deficiency.
 - Disapprove all or part of the cost of the activity or action not in compliance.
 - Suspend or terminate the current award for the grantee's project.
 - Suspend or deny future grant awards.
- 8.11.** The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.
- 8.12.** When a grantee wants to terminate a grant award or portion thereof, the grantee shall provide written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds. The Board will then consider the request.
- 8.13.** Proof of payment and deliverables, met in accordance with the DFS Reference Guide for State Expenditures, shall be provided by the grantee. When the information is unclear, additional documentation to confirm the information provided will be requested by Board staff.

9. Grant Reporting Procedures

9.1. Grantees will be required to submit:

9.1.1. Quarterly Status Report in Rule 60FF1-5.0035(2), F.A.C.

9.1.2. Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.3. The Quarterly Status Report shall inform the E911 Board of significant impacts on grant-supported activities and provide a summary of completed tasks/deliverables. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs, or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions that will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

9.2. Final Reporting:

9.2.1. Upon receipt of final reimbursement from DFS, a final Quarterly Status Report, in Rule 60FF1-5.0035(2), F.A.C, shall be submitted based on the same reporting requirements described in grant reporting item 9.1.

- 9.2.2. Final reporting shall be submitted within 90 days of project completion. The "Final Report" box on the Quarterly Status Report, shall be marked and include your project completion date. Grants that were for equipment installation should include date of final acceptance and start of warranty period. Service grants should include the date service was started.
 - 9.2.3. Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.
 - 9.2.4. The counties must provide DMS with a copy of the Comprehensive Annual Financial Report (CAFR), consistent with section 218.32 Florida Statutes, no later than August 1.
- 9.3. All reports, associated information, and final reporting documents should be e-mailed to:

E911BoardElectronicGrantReports@dms.fl.gov

10. Change Requests

- 10.1. Change requests shall be submitted prior to deviation from any awarded grant application. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the Change Request Form in Rule 60FF1-5.0035(3), F.A.C.
- 10.2. Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county, group of counties, or region must request a grant change on the Change Request Form in Rule 60FF1-5.0035(3), F.A.C, and include an itemized quote and a copy of the new contract.
- 10.3. Time extension requests will not be granted unless the county has executed a contract for the grant equipment and services or demonstrates good cause for failure to execute a contract within one year of the award. Good cause documentation shall include a new project timeline schedule.
- 10.4. Time extensions shall be limited to a maximum of one additional year if approved by the E911 Board.
- 10.5. Conversion from a two-year grant to a five-year grant will add three additional years from the grant's original expiration date.

- 10.6.** Change requests must be submitted 10 business days prior to a Board meeting to be reviewed. Late submissions will be reviewed at the next month's E911 Board meeting.
- 10.7.** The Change Request Form and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.

Application

County Bradford County

Total Amount Requested: \$190,142.67

Project Title: CPE Hardware/Software Refresh

1. Chair, Board of County Commissioners: Carolyn Spooner

Mailing Address: 945 N Temple Ave

City: Starke

State: Florida Zip: 32091 -

Phone: (904) 966-6327 Fax: _____

Email Address: Carolyn_spooner@bradfordcountyfl.gov

2. County, 911 Coordinator: Nicole Dowell

Mailing Address: PO Box 400

City: Starke

State: Florida Zip: 32091 -

Phone: (904) 966-6918 Fax: (904) 966-6910

Email Address: Nicole_dowell@bradfordsheriff.org

3. Federal Tax ID Number: 59-6000674

4. County information

Number of PSAPs	1
Number of Call-taking Positions per PSAP	5
PSAP(s) in which grant funding will apply.	1

5. Financial Information

- a. What are the current annual costs for your E911 system (e.g., circuits, customer records, hardware and software, etc.) not including maintenance?

\$68,907.00

- b. What are the current annual costs for maintenance of items included in 5a?

\$65,731.00

- c. Total amount of 911 fee revenue received in the preceding year. This does not include any special disbursement, Rural County supplements or training disbursements.

\$106,696.19

- d. Total amount of county carry-forward funding retained in the preceding fiscal year.

\$0

- e. Total-amount of county carry forward funding your county currently has accrued.?

\$0

- f. Two-year maximum calculated amount for applied carry forward funding. (2 times the amount calculated on your Form 6A, item 9, in rule 60FF1-5.006)

\$64,017.72

- g. Subtract the amount in 5f from the amount in 5e.

-\$64,017.72

- h. If the amount in 5g is greater than zero, insert that number in the Budget Report as "carry forward funds applied."

\$0.00

- 6. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed. Please include the PSAP(s) that the grant will be implemented at to include the type of PSAP(s), primary system, and number of position seats. Please state if this is a part of a group or regional project and how you will be interoperable.**

Bradford County currently has a five (5) position PSAP with a Solacom Guardian call taking system which was installed May 22, 2019. Bradford County is currently Phase 2 compliant, using ESRI map building and Geocomm/GeoLynx display package for their map data. The GeoLynx 911 Server was installed October 1, 2011 and an Eventide logging recorder installed May 06, 2021. Bradford County is a Type 5 with an on-site database.

- 7. Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. For any scope of work that includes milestones, please describe in detail what deliverables are expected to be provided in each milestone.**

The proposed project will refresh the core equipment hardware/software for Bradford County's Solacom Guardian call-handling system. The goal is to upgrade the hardware/software originally installed in 2013 and refreshed in 2019. The objective is to ensure continuous functionality, stay current, and in compliance with the State Plan.

The county 911 coordinator will monitor the proposed project tasks including each billable deliverable to ensure the tasks performed by the vendor including the following:

- Project plan, design and system delivery including equipment inventoried by model, part and serial numbers.
- Installation of the upgrade equipment hardware and software consisting of the components detailed in the quote.
- Comprehensive communication/network interface testing, cutover coordination testing and start-up of the CPE, mapping, recording, and system functions including acceptance documentation for verifying functionality.
- Training and final acceptance

The county 911 coordinator will monitor and review the project with the vendor continually through the project schedule to assure the level of service is provided and the system is being installed and maintained in operable working conditions.

- 8. Justification of the need for the proposed project. Provide detailed information on the existing systems/components that need replacement. Document the condition with details to justify any system with an expected lifespan of less than one year. Each component on the system, (e.g. memory, hardware, size of drives), updates of software and/or replacement versions needed, standalone equipment, and additional upgrades (include UPS) must be listed in the requests.**

Bradford County's Solacom Guardian was originally installed in 2013 and had a hardware refresh completed in 2019. It has an expected lifespan of less than one (1) year due to it being in service 24x7x365 since last upgrade in 2019. The existing system components which need replacement are nearing five (5) years old with some components still in use from original install. The system needs a refresh in order to ensure continued operations. The accompanying quote details all components that are included in this request.

- 9. Describe why your county, group of counties or region will not be able to complete this project without this grant funding.**

E911 fee revenue received does not cover all of the cost associated with provision and maintenance of the E911 system in our county. Additional funding assistance is needed to cover these maintenance costs. County funds are not allocated for this item and are limited in our rural county.

- 10. Describe the required steps with an anticipated time schedule which includes procurement and payment milestones and a total project completion date.**

Upon notification of grant award Bradford River County will begin the project as contracted with the appropriate vendor going through the logging recorder hardware/software refresh process. Contingent on no procurement issues, the anticipated schedule is:

0-90 Days • Procure hardware and software for the call handling equipment, awaiting delivery of equipment, and preparation of the work area to accommodate the new equipment. Hardware, software, and on-site maintenance will be invoiced upon shipment.

91-180 days • System installation, comprehensive communication/network interface testing, cutover coordination testing and start-up of the CPE, recording, routing, and system functions.

181-200 days • Training, final acceptance test and system commissioning, final completion and start of the 1st year warranty and manufacturer hardware/software support. Remaining balance due after acceptance.

11. If applicable, sole source justification must meet the state procurement guidelines and chapter 287.057 (3)l, F.S.

12. If applicable, please include your previous service dates for any maintenance or support services.

Solacom 2nd Tier hardware/software support May 22, 2023 – May 21, 2024

AK Associates Elite Premiere Maintenance January 1, 2023 – December 31, 2023

13. Please submit the Budget Report

14. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. If this requirement is violated, the grantee is subject to revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

The county certifies that all applicable state procurement rules/procedures have been met.

Failure to use grant funds as represented jeopardizes the grantee's eligibility to be considered for future funding.

15. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

	11-14-2023
SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS OR COUNTY MANGER/ADMINISTRATOR	DATE

Carolyn Spooner
Printed Name

Chairwoman
Position

Regional Signatures if Applicable (add additional lines if needed)

911 Grant Program

Appendix I: Authorized Expenditures of E911 Fee, Chapter 365.172, F.S.

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number “E911”; paragraph (10) (shown below).

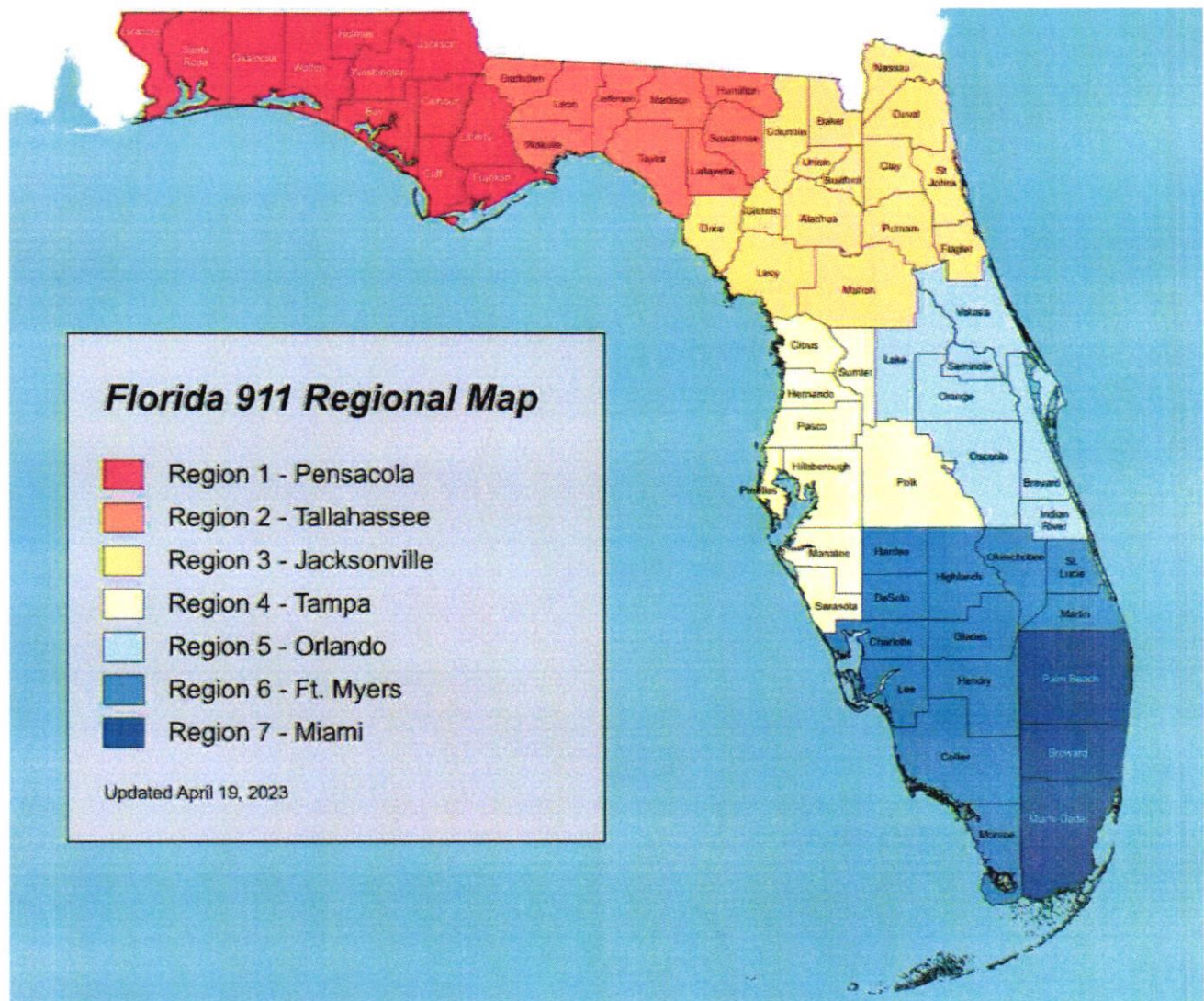
Section 365.172 (10), Florida Statutes: AUTHORIZED EXPENDITURES OF E911 FEE. —

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county, group of counties or region to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administering the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. [401.465](#); and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing system(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any capital or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

911 Grant Program

Appendix II: Florida 911 Regional Map



E911 Grant Program

Addendum 2 : Funding Priorities

The criteria for determining acceptability for disbursement of funds from the state of Florida 911 Grant Programs will be made on a PRIORITY basis. Regional 911 system project requests related to systems and equipment will be considered the highest priority within each priority category. If you do not see your specific 911 project listed, you are still eligible to receive funding and can apply.

1.0 Prepaid and Wireless Funding Priorities

PRIORITY 1: Primary and Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than one year.

PRIORITY 2: Development and maintenance of 911 routing statewide, geographic, and management information systems.

- A)** Statewide routing system
- B)** Regional, as an incremental step towards systems statewide
 - 1. GIS Repository
 - 2. NGCS
 - 3. Map Display and Services
 - 4. Management information systems and services
- C)** GIS Services required for the delivery of a call
 - 1. GIS Data support-assisting counties in meeting the 98% NENA GIS Data minimum standards
 - 2. Creation of the required layers of the NENA GIS Data model
 - 3. GIS Maintenance Tools- this includes software or software as a service
- D)** Management Information System and services
- E)** Cybersecurity
 - 1. Cybersecurity assessments
 - 2. Cybersecurity hardware and software
 - 3. Ongoing cybersecurity maintenance

PRIORITY 3: Implement and maintain next generation 911 services and equipment.

PRIORITY 4: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This includes the following, listed in order of funding priority:

- A) Map System Equipment - map generation hardware and software licensing are limited to components for two stations.
- B) GIS Centerline point generation and map accuracy systems
- C) Synchronization of GIS data and databases that support location repositories to meet a minimum 98% data accuracy for Geospatial call routing.
- D) Map display and services

PRIORITY 5: Develop and maintain Next Generation 911 services and equipment.

- A) Next Generation 911 Equipment and Emergency Services IP based network
- B) Next Generation Core Services

PRIORITY 6: Systems that require new or replacement of critical or necessary hardware or software. This includes the following back-up PSAP's system equipment, listed in order of funding priority A-H:

- A) Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display, and call answering.
- B) Map Display Equipment
- C) Logging Equipment
- D) Lightning Protection Equipment
- E) Uninterruptible Power Supply system and or Generator Equipment
- F) County, group of counties or region Standalone ALI Database Equipment
- G) 911 Call Taker Position Equipment
- H) Net clock

PRIORITY 7: GIS sub-addressing projects

PRIORITY 8: Aerial Photography, Overhead (Nadir) / Imaging

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 Call taker workstation console/furniture (the portion related to 911 operation)

ⁱ Provide the following layers: Road Centerlines, Site/Structure Address Points, PSAP Boundary, Emergency Service Boundary (This MUST include Law, Fire, and Emergency Service (EMS) as separate layers) and the Provisioning Boundary

Bradford County Florida

Statement of Work

Solacom Guardian Next Generation

9-1-1 Call Taking Solution

SOW

Scope Statement Purpose

The purpose of this Statement of Work (SOW) is to outline the responsibilities of AK Associates and Bradford River County Florida regarding the scope of work and deliverables.

SOW Milestones

- Schedule and meet with customer to discuss the transition process
 - AK, Bradford County, and Solacom to detail tasks to be tracked (SOW)
 - Final assignment and approval of roles and responsibilities to accomplish all tasks
 - Determine cut-over timetable
- Schedule meeting and/or conference bridge with all vendors that may impact the successful implementation of new Solacom Guardian 9-1-1 System if applicable
 - Network provider
 - Recorder Manufacturer
 - Mapping
 - 9-1-1 Equipment Manufacture
 - Administrative telephone service provider
- Inventory equipment with customer (Bradford County and AK Associates) when equipment arrives on site within 2 business days of equipment being on site
- Install Guardian licenses on Solacom Core System
- Ground system
- Power system
- Test core system to ensure functioning properly
- Prewire and configure equipment room as required
- Approve call flow
- Setup test position
 - Setup call-taker workstation
- Test system is operational
 - Test ALI circuits
 - Recorder integration
 - CAD Integration
 - Radio/telephone integration
 - 9-1-1 trunks
 - Administrative phone appearances
- Correct any issues prior to installing new workstations at call taker's positions
- Prewire to workstation as required (can be done ahead of time)

- Once system installation completed and functionality confirmed
 - Provide demo of system configuration options
 - Select screen configuration(s)
 - Configure Guardian screen layouts
 - Setup all transfer buttons and pull downs
 - Add speed dials and contact information into Guardian
 - Build security and functionality log-in for Call takers/dispatchers/supervisors and managers as needed
- Install workstation at call-takers' positions
- Test each Guardian position
 - Audio levels
 - Adjust incoming ringing to meet customer's requirements
- Schedule and provide training
 - Call-taker training
 - Administration
 - MIS
- AK Associates and Solacom to do a pre-customer acceptance plan, System Acceptance Test (SAT)
- Complete SAT with Bradford County prior to cut-over
- Perform system cut-over
- Provide coaching/support for each call-taking group's first shift using new equipment
 - Provide additional support as needed
- AK Associates and Solacom work with Bradford County for acceptance and to provide sign-off for completion of project.



We have prepared a quote for you

Solacom Hardware Refresh

Quote # 001354
Version 1

Prepared for:

Bradford County, FL

Nicole Dowell
nicole_dowell@bradfordsheriff.org

Friday, November 03, 2023

Bradford County, FL
Nicole Dowell
PO Box 400
Starke, FL 32091
nicole_dowell@bradfordsheriff.org

Dear Nicole,

Thank you for giving us the opportunity to provide Bradford County, FL with a quote for Solacom Hardware Refresh. We are excited to work with you. Should you have any questions on this project please feel free to reach out to any member of the AK Associates team!

A handwritten signature in cursive script that reads 'Beth Stankus'.

Beth Stankus
Manager of Accounting
AK Associates



Central Equipment A

Description	Price	Qty	Ext. Price
P-ENH ADMIN-R- GA Administrative Server	\$7,879.20	1	\$7,879.20
P-STD APP-GA Application Server	\$8,430.00	1	\$8,430.00
P-ESK-GEO-C Switch Kit Geo-Diverse System Cisco	\$6,254.40	1	\$6,254.40
P-FORTIFw-Geo Fortinet Firewall Geo	\$1,099.20	1	\$1,099.20
P-MSApp Appliance for Managed services	\$9,108.00	1	\$9,108.00
P-ENH MIS Enhanced MIS Server	\$8,109.60	1	\$8,109.60
AKINSTALLMAT Installation Materials Installation Materials	\$1,000.00	1	\$1,000.00
<i>Re-using:</i>			
1 x 42U Cabinet (2019) 2 x 15A Power Bar (2019) 1 x IQ500 (2019) 1 x LD VoIP (2019) 1 x 4-port KVM (2019) 2 x 4-port IP to Serial device (2019) 1 x Simplex ALI Modem Kit (2019) 1 x Guardian Controller License (2009) 1 x MIS Controller License (2019)			

Subtotal: \$41,880.40

Central Equipment B

Description	Price	Qty	Ext. Price
P-ENH ADMIN-GB Administrative Server	\$7,879.20	1	\$7,879.20
P-STD APP-GB Application Server	\$8,430.00	1	\$8,430.00
P-ESK-GEO-C Switch Kit Geo-Diverse System Cisco	\$6,254.40	1	\$6,254.40
P-FORTIFw-Geo Fortinet Firewall Geo	\$1,099.20	1	\$1,099.20
P-ENH MIS Enhanced MIS Server	\$8,109.60	1	\$8,109.60
<i>Re-using:</i>			



Central Equipment B

Description	Price	Qty	Ext. Price
1 x 42U Cabinet (2019)			
2 x 15A Power Bar (2019)			
1 x IQ500 (2019)			
1 x LD VoIP (2019)			
1 x 4-port KVM (2019)			
2 x 4-port IP to Serial device (2019)			
1 x Simplex ALI Modem Kit (2019)			
1 x Guardian Controller License (2009)			
1 x MIS Controller License (2019)			

Subtotal: **\$31,772.40**

PSAP 1

Description	Price	Qty	Ext. Price
P-STD-LAPTOP Standard Laptop	\$5,637.60	2	\$11,275.20
P-MONITOR 24in Standard Monitor 24"	\$278.40	5	\$1,392.00
P-ENH POS-5YS+ Enhanced Std PC For Mapping	\$2,206.80	5	\$11,034.00

Re-using:

- 5 x PACII (2019)
- 7 x IRR (2019)
- 3 x Guardian Position License (2019)
- 2 x Guardian Backup Position License (2019)
- 2 x Guardian Backup Position License (2009)
- 7 x MIS Position License (2019)

Subtotal: **\$23,701.20**

Spares

Description	Price	Qty	Ext. Price
P-MONITOR 24in Standard Monitor 24"	\$278.40	1	\$278.40
P-ENH POS Enhanced Std PC For Mapping	\$2,206.80	1	\$2,206.80

Re-using:

- 1 x PACII (2019)
- 1 x EGN400 (2021)

Subtotal: **\$2,485.20**



Professional Services

Description	Price	Qty	Ext. Price
SV-InstRemDaily Remote Install Services - Daily Rate	\$1,300.00	3	\$3,900.00
SV-ServerSetup Server Configuration Update <i>Import existing Database and tune existing configuration for usability with newer servers and Operating system. Load updated config onto new servers.</i>	\$900.00	7	\$6,300.00
SV-PositionSetup Position Configuration Update <i>Tune existing PC configuration and import for usability with Newer PC and Operating system. Load updated config onto new PC.</i>	\$600.00	7	\$4,200.00
SV-SiteAudit System Refresh Audit <i>System technical audit:</i> - Audit coordination - Assess system design, connectivity, user interface usage, call flow and site conditions - Review system changes from original to determine changes required for new updated configuration manual - Review, determine and produce system upgrade plan based on current configuration	\$4,000.00	1	\$4,000.00
SV-MISTR-G MIS Data Transfer Geo SVR	\$1,045.00	1	\$1,045.00
SV-PSUpgrade Professional Services Refresh <i>Ensure accurate hardware requirements Assess database requirements and provide guidance Assist with management of upgrade requirements</i>	\$12,900.00	1	\$12,900.00
SV-PMDaySd Secondary Project Management -Daily Rate	\$965.00	8	\$7,720.00

Subtotal: \$40,065.00

Managed Services

Description	Price	Qty	Ext. Price
SV-ARM_Guardian-1Y Active Remote Monitoring / Pos - 1 Year	\$430.00	3	\$1,290.00
SV-ARM-Guardian-BU Act. Remote Monitoring/ BU Pos - 1 Year	\$215.00	2	\$430.00
SV-AVMgr-1yr AntiVirus Management/ Positions - 1 Year	\$150.00	7	\$1,050.00
SV-OS MGTCore-1Y Server Windows Patch Management 1 year	\$360.00	7	\$2,520.00



Managed Services

Description	Price	Qty	Ext. Price
SV-OS MGTPos- Position windows Patch Management 1 year 1Y	\$210.00	7	\$1,470.00

Subtotal: \$6,760.00

Warranty/Maintenance

Description	Price	Qty	Ext. Price
MT-SSGUARD-01 Position Software Support - Year 6	\$1,300.00	7	\$9,100.00
MT-Warranty Guardian First Year HW Warranty <i>The Guardian first year warranty covers all Hardware for the first year.</i>	\$0.00	1	\$0.00
MT-HSGUARD-06 Guardian Hardware Support - Year 6 <i>The Guardian hardware support program covers all hardware purchased from Solacom with the following exceptions: 1. Computers and servers are excluded, and are covered under manufacturer support for up to five (5) years. 2. Monitors, keyboards and mouse devices purchased with the initial computer order will carry the same support purchased for the associated computer or server. 3. UPS, Individually purchased; Keyboards, mouse devices, headsets, and handsets are covered under the initial one (1) year warranty and are not eligible for extended support.</i>	\$3,198.47	1	\$3,198.47

Subtotal: \$12,298.47

AK Elite Premier Maintenance

Description	Price	Qty	Ext. Price
AKEPMaint AK Elite Premier Maintenance <i>Dates of Support: 1/1/24 through 12/31/24</i>	\$30,050.00	1	\$30,050.00

AK Elite Premier Maintenance includes (labor only) maintenance service for 9-1-1 systems. Response time for minor and major outages is within (2) hours. All other non-critical maintenance issues will have a next business day response. Remote diagnostics, will be done immediately upon receipt of service problem. It also provides daily remote diagnostics during normal business days. If corrective action is needed it will be performed remotely or by an on-site visit. Provides a weekly on-site preventive maintenance program during regular business hours (number of days is depending on selection of options 1 – 5 days). Engineering- Design of PSAP, Call Routing Database, Direct trunking for VoIP, Landline and Wireless trunking. Design of i3 NENA technology for text messaging. Project Management / Consulting Services included for all new projects associated with PSAP management, design and implementation. Technical Support for system implementation for all new technologies including i3 VoIP, CAD integration, text messaging and Mapping API integration. Includes no incurred costs for expansion, move of



AK Elite Premier Maintenance

Description	Price	Qty	Ext. Price
<i>equipment and upgrades of the existing 9-1-1 system.</i>			
<i>AK Associates provides the first line of 24/7 support to the customer through the established call out procedure. Should technical support be needed from the equipment vendor, the AK technician will act as the point of contact and agent of the customer, and will establish vendor contact and work with the vendor's representative to resolution.</i>			

Subtotal: **\$30,050.00**

Shipping

Description	Price	Qty	Ext. Price
ShippingFee Shipping and Handling Charges	\$1,130.00	1	\$1,130.00

Subtotal: **\$1,130.00**

Payment Terms

Description	Qty
<p>Terms of Sale:</p> <ul style="list-style-type: none"> • Hardware and software will be invoiced upon shipment • Services will be invoiced upon completion • AK Maintenance will be invoiced upon start date of January 1st, 2024 • Payment Terms are Net 30 	



Solacom Hardware Refresh

Prepared by:

AK Associates
Beth Stankus
(603) 432-5755 x.283
Fax (603) 432-0900
bstankus@AKassociates911.com

Prepared for:

Bradford County, FL
PO Box 400
Starke, FL 32091
Nicole Dowell
(904) 966-6910
nicole_dowell@bradfordsheriff.org

Quote Information:


Quote #: 001354
Version: 1
Delivery Date: 11/03/2023
Expiration Date: 01/23/2024

Quote Summary

Description	Amount
Central Equipment A	\$41,880.40
Central Equipment B	\$31,772.40
PSAP 1	\$23,701.20
Spares	\$2,485.20
Professional Services	\$40,065.00
Managed Services	\$6,760.00
Warranty/Maintenance	\$12,298.47
AK Elite Premier Maintenance	\$30,050.00
Shipping	\$1,130.00
Total: \$190,142.67	

Disclaimers: This quote is provided for the listed contact and is not to be shared or disseminated without written consent by AK Associates. This quote null and voids any previous version.

AK Associates

Signature: 
Name: Beth Stankus
Title: Manager of Accounting
Date: 11/03/2023

Bradford County, FL

Signature: _____
Name: Nicole Dowell
Date: _____

 Appendix

Solacom Call Taker Computer Specifications.
Subject to Revision or Modification on all Expired Quotes.

Features	STANDARD	ENHANCED	SUPERIOR
PC Type	Yes	Yes	No
Workstation	No	No	Yes
Processor	i3	i3	Intel Xeon
RAM	8 GB	8 GB	8 GB
PCIe Slots	2	2	6
Sound Card	1	1	1
Graphic Card	On-board	1	2
Monitor Supported	2	2	6
Monitor Cables Provided	No	1 HDMI to HDMI	No
		1 DVI to DP	
Adapters Provided	No	No	6 mDP to DP
NIC Teaming	Optional	No	Optional
Guardian Map	No	Yes	Yes
3rd Party Software Cohabitation	No	Certified 3rd Party Map	Certified 3rd Party Map
			Certified CAD
Physical Size (HeightxLengthxDepth)	11.5 x 3.7 x 11.4"	11.5 x 3.7 x 11.4"	16.3 x 6.8 x 22"

When a Solacom solution configuration includes a FortiGate edge device, it has been included for the known interfaces at the time of implementation. If interface requirements change in the future, including but not limited to, the ESInet using IPv6, SIP over TLS (Secure SIP), SRTP (Secure RTP), deep packet inspection and manipulation, etc., an additional edge device(s) may be required. Additionally, if transcoding is required (i.e., from ARM or ARM-WB to G711uLaw), an additional edge device may also be required.

Budget Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). If there is insufficient space, please include details in an attachment. Budget costs should match requested vendor quote

County: _____ Project Name: _____

Budget Categories

Deliverables	Unit Price (\$)	Quantity	Total Amount (\$)
A. System (Hardware, Software, Equipment, & Labor)			
B. Services (Training, Maintenance, and Warranty Items)			

Overall Project Total

Carry Forward Funds Applied

Grant Request Total Less Carry Forward Applied

Notes:

Signature, 911 County Coordinator

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, ADOPTING AN AMENDED NONDISCRIMINATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: County Manager

PURPOSE: Adoption of an amended nondiscrimination policy.

RESOLUTION 2023- _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, ADOPTING AN AMENDED NONDISCRIMINATION POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioner of Bradford County, Florida, finds that the effective administration of the business of Bradford County is improved through the adoption of uniform policies and procedures; and

WHEREAS, through lengthy, thoughtful, and thorough research and coordination with all necessary and involved departments, staff, external agencies, and the public, the Board of County Commissioners of Bradford County, Florida has developed such a policy for ensuring nondiscrimination with respect to all functions and operations of Bradford County government; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that the adoption of said nondiscrimination policy is in the best interest of Bradford County and its citizens.

WHEREAS, the Board of County Commissioners of Bradford County, Florida adopted a nondiscrimination policy on June 18, 2015, with Resolution 2015-14; and

WHEREAS, it is necessary to update the policy regularly to ensure compliance with state and federal requirements.

NOW THEREFORE be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the above outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of adopting an amended nondiscrimination policy and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Adoption of Policy.

The Board of County Commissioners of Bradford County, Florida adopts the Amended *Title VI/Nondiscrimination Policy and Plan*, which is attached hereto as Exhibit “1” and incorporated herein by reference.

Section 4. Direction to Staff.

Staff is directed to take any action necessary to ensure the uniform and effective administration of the *Title VI/Nondiscrimination Policy and Plan* adopted herein.

Section 5. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

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 5th day of December 2023.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, as its
Chairwoman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICH KOMANDO, as
County Attorney

EXHIBIT 1

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY,
FLORIDA

TITLE VI / NONDISCRIMINATION POLICY AND PLAN

Section 1. Statement of Policy.

The Board of County Commissioners of Bradford County, Florida values diversity and welcomes input from all interested parties, regardless of cultural identity, background, or income level. Moreover, Bradford County believes that the best programs and services result from careful consideration of the needs of all of its communities and when those communities are involved in the transportation decision making process. Thus, Bradford County does not tolerate discrimination in any of its programs, services, or activities. Pursuant to Title VI of the Civil Rights Act of 1964 and other federal and state authorities, Bradford County will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income, or family status.

Section 2. Procedures for Complaints.

Bradford County has established a discrimination complaint procedure and will take prompt and reasonable action to investigate and eliminate discrimination when found. Any person who believes that he or she has been subjected to discrimination based upon race, color, national origin, sex, religion, age, disability, family, or income

status in any of Bradford County's programs, services, or activities may file a complaint with Bradford County's Title VI/Nondiscrimination Coordinator:

Name:	Scott Kornegay, County Manager Title VI/ Nondiscrimination Coordinator
Address:	945 N Temple Avenue – Drawer B, Starke, Florida 32091
Email Address:	scott_kornegay@bradfordcountyfl.gov
Telephone:	904-966-6327
Facsimile:	904-368-3903

If possible, the complaint should be submitted in writing and contain the identity of the complainant; the basis for the allegations (i.e., race, color, national origin, sex, religion, age, disability, or family status); and a description of the alleged discrimination with the date of occurrence. If the complaint cannot be submitted in writing, the complainant should contact the Title VI/Nondiscrimination Coordinator for assistance.

The Title VI/Nondiscrimination Coordinator will respond to the complaint within thirty (30) calendar days and will take reasonable steps to resolve the matter. Should Bradford County be unable to satisfactorily resolve a complaint, Bradford County will forward the complaint, along with a record of its disposition to the appropriate District of the Florida Department of Transportation (FDOT).

Bradford County's Title VI Coordinator has 'easy access' to the County Manager and is not required to obtain management or other approval to discuss discrimination issues with the Bradford County Manager. However, should the

complainant be unable or unwilling to complain to Bradford County, the written complaint may be submitted directly to the Florida Department of Transportation (FDOT). FDOT will serve as a statewide clearing house for Title VI purposes and will either assume jurisdiction over the complaint or will forward the complaint to the appropriate state or federal agency:

Florida Department of Transportation
Equal Opportunity Office
ATTN: Title VI Complaint Processing
605 Suwannee Street MS 65
Tallahassee, Florida 32399

The public is advised that, for all projects which utilize funding assistance which may be provided by the United States Federal Highway Administration (FHWA), or which may otherwise be administered in coordination with or under oversight provided by FHWA, and while Bradford County will attempt resolution of all issues, only FHWA can accept, investigate, and issue findings under Title VI which is specific to the race, color, and national origin classes.

Section 3. Americans with Disabilities Act (ADA) / 504 Statement.

Section 504 of the Rehabilitation Act of 1973 (Section 504), the Americans with Disabilities Act of 1990 (ADA) and related federal and state laws and regulations forbid discrimination against those who have disabilities. Furthermore, these laws require federal aid recipients and other government entities to take affirmative steps to

reasonably accommodate the disabled and ensure that their needs are equitably represented in transportation programs, services, and activities.

Bradford County will make every effort to ensure that its facilities, programs, services, and activities are accessible to those with disabilities. Bradford County will make every effort to ensure that its advisory committees, public involvement activities, and all other programs, services, and activities include representation by the disabled community and disability service groups.

Bradford County encourages the public to report any facility, program, service, or activity that appears inaccessible to those who are disabled. Furthermore, Bradford County will provide reasonable accommodation to disabled individuals who wish to participate in public involvement events or who require special assistance to access facilities, programs, services, or activities. Because providing reasonable accommodation may require outside assistance, organization, or resources, Bradford County asks that requests be made at least ten (10) days prior to the need for accommodation.

The remainder of this page intentionally left blank.

Questions, concerns, comments, or requests for accommodation should be made to the County's AFA Coordinator:

Name: Scott Kornegay, County Manager and ADA Coordinator
Address: 945 N Temple Avenue – Drawer B, Starke, Florida 32091
Email Address: scott_kornegay@bradfordcountyfl.gov
Telephone: 904-966-6327
Facsimile: 904-368-3903

Section 4. Limited English Proficiency (LEP) Guidance.

Title VI of the Civil Rights Act of 1964, Executive Order 13166, and various directives from the U.S. Department of Justice (DOJ) and U.S. Department of Transportation (DOT) require federal aid recipients to take reasonable steps to ensure meaningful access to programs, services, and activities by those who do not speak English proficiently. To determine the extent to which LEP services are required and in which languages, the law requires the analysis of four factors:

- The number or proportion of LEP persons eligible to be served or likely to be encountered by the County's programs, services, or activities.
- The frequency with which LEP individuals come in contact with these programs, services, or activities.
- The nature and importance of the program, service, or activity to people's lives;
and
- The resources available to the City/County and the likely costs of the LEP services.

Using the data from the 2019 census, Bradford County has determined that LEP individuals speaking English less than well, represent approximately 4% of the community. Bradford County realizes that such statistical data can be outdated or inaccurate. Therefore, Bradford County Contacted local law enforcement, social services agencies, and the school board to validate the proportion of LEP served by those entities.

Bradford County understands that its community profile is changing, and the four-factor analysis may reveal the need for more or varied LEP services in the future. As such, it will annually examine its LEP plan to ensure that it remains reflective of the community's needs.

Persons requiring special language services should contact Bradford County's Title VI/Nondiscrimination Coordinator:

Name:	Scott Kornegay, County Manager Title VI/Nondiscrimination Coordinator
Address:	945 N Temple Avenue – Drawer B, Starke, Florida 32091
Email Address:	scott_kornegay@bradfordcountyfl.gov
Telephone:	904-966-6327
Facsimile:	904-368-3903

Section 5. Involvement of the Public

In order to plan for efficient, effective, safe, equitable, and reliable transportation systems, Bradford County must have the input of its public. Bradford County spends extensive staff and financial resources in furtherance of this goal and

strongly encourages the participation of the entire community. Any person may attend any meeting of the Board of County Commissioners and speak during the “Public Comment” portion of the agenda concerning a matter of the Board business or concern of the person. Board meetings are generally held on the first Tuesday of each month at 9:30 A.M. and the third Thursday of each month at 6:30 P.M. Such meetings are generally held at the Bradford County Courthouse, 945 North Temple Avenue, Starke, Florida. Persons should check Bradford County’s website at www.bradfordcountyfl.gov for a list of scheduled meetings and agendas. The Board’s meeting location is accessible to persons with disabilities.

Persons wishing to request special presentations by Bradford County; volunteer in any of its activities, or offer suggestions for improvement of Bradford County public involvement may contact:

Name:	Scott Kornegay, County Manager
Address:	945 N Temple Avenue – Drawer B, Starke, Florida 32091
Email Address:	scott_kornegay@bradfordcountyfl.gov
Telephone:	904-966-6327
Facsimile:	904-368-3903

Section 6. Collection of Data.

Federal Highway Administration (FHWA) regulations require federal-aid recipients to collect racial, ethnic, and other similar demographic data on beneficiaries of, or those affected by, transportation programs, services, and activities. Bradford County accomplishes this using census data, and other methods. From time to time,

Bradford County may find it necessary to request voluntary identification of certain racial, ethnic, or other data from those who participate in its programs, services, or activities. This information assists Bradford County with improving its targeted outreach and measures of effectiveness. Self-identification of personal data to Bradford County will always be voluntary and anonymous. Moreover, Bradford County will not release or otherwise use this data in any manner inconsistent with the FHWA regulations.

Section 7. Assurances to FHWA and FDOT.

Every three years, or commensurate with a change in executive leadership, Bradford County must certify to FHWA and FDOT that its programs, services, and activities are being conducted in a nondiscriminatory manner. These certifications are termed ‘assurances’ and serve two important purposes. They document Bradford County’s commitment to nondiscrimination and equitable service to its community and they serve as legally enforceable agreement by which Bradford County may be held liable for breach. The public may view the assurance on Bradford County’s website or by visiting the Office of the Bradford County Manager.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: December 5, 2023

AGENDA ITEM: CONSENT AGENDA:
Ratification of Payment Register(s) from 10-24-23 thru 11-26-23

DEPARTMENT: CLERK OF COURTS

PURPOSE: RATIFICATION OF EXPENDITURES

Bank Number: 1 / Name: CAPITAL CITY BANK / Description: CLEARING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
143480	CHK	A	QUINEISHA JOHNSON HOSPITAL CO-PAY REIMBURSEMENT	6973	1	600.00 600.00	0.00 0.00	600.00 600.00	10/24/2023		34530
143481	CHK	A	MARKS HAULING INC ASPHALT HAULING NW 84TH AVE	6965	1	3,245.00 3,245.00	0.00 0.00	3,245.00 3,245.00	10/26/2023		34534
143482	CHK	A	BRADFORD COUNTY COWBOYS POP WA 23/24 FUNDING FOR YOUTH PRG	5913	1	7,500.00 7,500.00	0.00 0.00	7,500.00 7,500.00	10/30/2023		34541
143483	CHK	P	STATE OF FLORIDA DISBURSEMENT CHLD SUPP:4957:502:10/31/23	50	1	391.14 391.14	0.00 0.00	391.14 391.14	11/01/2023		34548
143484	CHK	P	BRADFORD COUNTY EMS ASSN LOCAL UN.DUES:4951:470:10/17/23 UN.DUES:4957:470:10/31/23	55	2	2,100.00 1,000.00 1,100.00	0.00 0.00 0.00	2,100.00 1,000.00 1,100.00	11/01/2023		34548
143485	CHK	P	BRADFORD COUNTY HEALTH INS. FU AV MED FAM:4951:210:10/17/23 AV MED FAM:4951:210:10/17/23 AV MED FAM:4957:210:10/31/23 AV MED:4957:710:10/31/23 AV MED FAM:4957:210:10/31/23 AV MED:4957:710:10/31/23	57	6	116,310.44 1,567.89 522.63 1,567.89 111,078.22 522.63 1,051.18	0.00 0.00 0.00 0.00 0.00 0.00 0.00	116,310.44 1,567.89 522.63 1,567.89 111,078.22 522.63 1,051.18	11/01/2023		34548
143486	CHK	P	BRADFORD COUNTY HEALTH INS. FU LIFE INS:4957:720:10/31/23 LIFE INS:4957:720:10/31/23	58	2	1,385.28 1,373.44 11.84	0.00 0.00 0.00	1,385.28 1,373.44 11.84	11/01/2023		34548
143487	CHK	P	BRADFORD COUNTY HEALTH INS FUN AFLAC:4951:221:10/17/23 AFLAC:4951:321:10/17/23 AFLAC V&D:4951:244:10/17/23 AFLAC:4957:221:10/31/23 AFLAC:4957:321:10/31/23 AFLAC V&D:4957:244:10/31/23	59	6	3,520.14 916.95 542.54 375.93 813.49 495.30 375.93	0.00 0.00 0.00 0.00 0.00 0.00 0.00	3,520.14 916.95 542.54 375.93 813.49 495.30 375.93	11/01/2023		34548
143488	CHK	P	BRADFORD COUNTY HEALTH INS. FU DENTAL:4951:222:10/17/23 DENTAL:4951:322:10/17/23 DENTAL:4957:222:10/31/23 DENTAL:4957:322:10/31/23	60	4	474.54 115.90 108.66 115.90 134.08	0.00 0.00 0.00 0.00 0.00	474.54 115.90 108.66 115.90 134.08	11/01/2023		34548
143489	CHK	P	BRADFORD COUNTY HEALTH INSURAN COLONIAL:4951:224:10/17/23 COLONIAL:4951:324:10/17/23 COLONIAL:4951:224:10/17/23 COLONIAL:4951:324:10/17/23 COLONIAL:4957:224:10/31/23 COLONIAL:4957:324:10/31/23 COLONIAL:4957:224:10/31/23 COLONIAL:4957:324:10/31/23	62	8	4,578.88 1,493.86 754.91 8.62 7.70 1,508.96 788.51 8.62 7.70	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	4,578.88 1,493.86 754.91 8.62 7.70 1,508.96 788.51 8.62 7.70	11/01/2023		34548
143490	CHK	P	BRADFORD CTY EMPLOYEES HEALTH LIBERTY:4951:228:10/17/23 LIBERTY:4951:328:10/17/23 LIBERTY:4957:228:10/31/23	63	4	3,548.60 1,264.38 505.92 1,272.38	0.00 0.00 0.00 0.00	3,548.60 1,264.38 505.92 1,272.38	11/01/2023		34548

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Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
			LIBERTY:4957:328:10/31/23	4957:117		505.92	0.00	505.92			
143491	CHK	P	AMERICAN GENERAL LIFE INS CO	65	4	636.14	0.00	636.14	11/01/2023		34548
			AMERICAN:4951:323:10/17/23	4951:89		278.85	0.00	278.85			
			AMERICAN:4951:241:10/17/23	4951:99		39.22	0.00	39.22			
			AMERICAN:4957:323:10/31/23	4957:108		278.85	0.00	278.85			
			AMERICAN:4957:241:10/31/23	4957:120		39.22	0.00	39.22			
143492	CHK	P	BRADFORD INSURANCE	66	6	3,310.00	0.00	3,310.00	11/01/2023		34548
			NATIONWIDE:4942:243:10/03/23	4942:69		235.00	0.00	235.00			
			NATIONWIDE:4942:343:10/03/23	4942:70		235.00	0.00	235.00			
			NATIONWIDE:4951:243:10/17/23	4951:100		985.00	0.00	985.00			
			NATIONWIDE:4951:343:10/17/23	4951:101		435.00	0.00	435.00			
			NATIONWIDE:4957:243:10/31/23	4957:121		985.00	0.00	985.00			
			NATIONWIDE:4957:343:10/31/23	4957:122		435.00	0.00	435.00			
143493	CHK	P	AFLAC FLEX ACCOUNT	69	1	384.20	0.00	384.20	11/01/2023		34548
			AFLAC FLEX:4957:225:10/31/23	4957:107		384.20	0.00	384.20			
143494	CHK	P	COTTON STATES LIFE INSURANCE	70	2	13.00	0.00	13.00	11/01/2023		34548
			COTTON:4951:326:10/17/23	4951:98		6.50	0.00	6.50			
			COTTON:4957:326:10/31/23	4957:119		6.50	0.00	6.50			
143495	CHK	P	BRADFORD INSURANCE	72	2	40.86	0.00	40.86	11/01/2023		34548
			ID THEFT:4951:340:10/17/23	4951:82		20.43	0.00	20.43			
			ID THEFT:4957:340:10/31/23	4957:99		20.43	0.00	20.43			
143496	CHK	P	CAPITAL CITY BANK	75	31	164,779.51	0.00	164,779.51	11/01/2023		34548
			FL RET 3%:4942:230:10/03/23	4942:71		1,133.11	0.00	1,133.11			
			HA:4942:781:10/03/23	4942:72		2,274.42	0.00	2,274.42			
			HB:4942:782:10/03/23	4942:73		4,441.23	0.00	4,441.23			
			HI:4942:783:10/03/23	4942:74		1,085.58	0.00	1,085.58			
			QA:4942:784:10/03/23	4942:75		131.73	0.00	131.73			
			PA:4942:786:10/03/23	4942:76		234.46	0.00	234.46			
			DP:4942:787:10/03/23	4942:77		366.31	0.00	366.31			
			UA:4942:791:10/03/23	4942:78		40.38	0.00	40.38			
			CA:4942:792:10/03/23	4942:79		146.42	0.00	146.42			
			HM:4942:793:10/03/23	4942:80		292.07	0.00	292.07			
			CB:4942:795:10/03/23	4942:81		169.75	0.00	169.75			
			FL RET 3%:4951:230:10/17/23	4951:104		7,658.41	0.00	7,658.41			
			HA:4951:781:10/17/23	4951:105		10,822.71	0.00	10,822.71			
			HB:4951:782:10/17/23	4951:106		47,809.33	0.00	47,809.33			
			HI:4951:783:10/17/23	4951:107		5,427.84	0.00	5,427.84			
			QA:4951:784:10/17/23	4951:108		606.08	0.00	606.08			
			PA:4951:786:10/17/23	4951:109		939.21	0.00	939.21			
			DP:4951:787:10/17/23	4951:110		1,713.63	0.00	1,713.63			
			UA:4951:791:10/17/23	4951:111		201.88	0.00	201.88			
			CA:4951:792:10/17/23	4951:112		637.58	0.00	637.58			
			HM:4951:793:10/17/23	4951:113		1,474.97	0.00	1,474.97			
			FL RET 3%:4957:230:10/31/23	4957:125		7,689.21	0.00	7,689.21			
			HA:4957:781:10/31/23	4957:126		11,010.20	0.00	11,010.20			
			HB:4957:782:10/31/23	4957:127		47,116.66	0.00	47,116.66			
			HI:4957:783:10/31/23	4957:128		5,427.84	0.00	5,427.84			
			QA:4957:784:10/31/23	4957:129		606.08	0.00	606.08			
			PA:4957:786:10/31/23	4957:130		989.40	0.00	989.40			
			DP:4957:787:10/31/23	4957:131		1,701.83	0.00	1,701.83			

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			UA:4957:791:10/31/23	4957:132		201.88	0.00	201.88			
			CA:4957:792:10/31/23	4957:133		650.01	0.00	650.01			
			HM:4957:793:10/31/23	4957:134		1,779.30	0.00	1,779.30			
143497	CHK	P	CAPITAL CITY BANK	80	5	63,084.48	0.00	63,084.48	11/01/2023		34548
			FICA:4957:701:10/31/23	4957:26		16,165.32	0.00	16,165.32			
			MEDICARE:4957:702:10/31/23	4957:27		3,780.62	0.00	3,780.62			
			FED:4957:800:10/31/23	4957:28		23,192.60	0.00	23,192.60			
			FICA:4957:801:10/31/23	4957:29		16,165.32	0.00	16,165.32			
			MEDICARE:4957:802:10/31/23	4957:30		3,780.62	0.00	3,780.62			
143498	CHK	A	BRADFORD TRANSPORTATION FUND	146	2	9,733.97	0.00	9,733.97	11/01/2023		34549
			FUEL-EMS-SEPT 2023	09302023EMS		7,108.56	0.00	7,108.56			
			FUEL-FIRE-SEPT 2023	09302023FIRE		2,625.41	0.00	2,625.41			
143499	CHK	A	INGRAM LIBRARY SERVICES	249	1	447.59	0.00	447.59	11/01/2023		34549
			LIBRARY BOOKS	78144431		447.59	0.00	447.59			
143500	CHK	A	MOSLEY TIRE CO	325	2	336.00	0.00	336.00	11/01/2023		34549
			DISMOUNT&MOUNT-FIRE/RESCUE	92733		168.00	0.00	168.00			
			DISMOUNT&MOUNT-FIRE/RESCUE	94224		168.00	0.00	168.00			
143501	CHK	A	N CENTRAL FL REGIONAL	352	1	5,875.00	0.00	5,875.00	11/01/2023		34549
			COMP PLG SVS-7/1/23-9/30/23	9306		5,875.00	0.00	5,875.00			
143502	CHK	A	THE OFFICE SHOP	365	1	50.21	0.00	50.21	11/01/2023		34549
			COPIER-S1397-SOE	POSR5889(S03)		50.21	0.00	50.21			
143503	CHK	A	RING POWER CORPORATION	390	2	2,743.00	0.00	2,743.00	11/01/2023		34549
			PO#9002153-RENTAL COMPACTOR	07RC09062794		4,800.00	0.00	4,800.00			
			EQUIPMENT RENTAL CREDIT	07RC09101765CM		2,057.00-	0.00	2,057.00-			
143504	CHK	A	BRYANS ACE HARDWARE	1773	1	31.58	0.00	31.58	11/01/2023		34549
			HOSE/FILTER-FIRE/RESCUE	337874		31.58	0.00	31.58			
143505	CHK	A	THREE RIVERS LEGAL SVS INC	3628	1	2,046.70	0.00	2,046.70	11/01/2023		34549
			PROF SVS 7/1/23-9/30/23	BRA2023-03		2,046.70	0.00	2,046.70			
143506	CHK	A	PRESTIGE ELECTRIC INC	4071	1	321.23	0.00	321.23	11/01/2023		34549
			BREAKER STARKE SITE-SW	7039		321.23	0.00	321.23			
143507	CHK	A	VERIZON WIRELESS	4128	8	4,328.89	0.00	4,328.89	11/01/2023		34549
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	1,207.75			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	444.29			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	36.07			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	112.53			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	81.46			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	1,101.49			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	1,304.91			
			A#942167830-00001-BOCC	9945831700		4,328.89	0.00	40.39			
143508	CHK	A	O'REILLY AUTOMOTIVE, INC	4489	1	59.89	0.00	59.89	11/01/2023		34549
			FILTERS/OIL-BLDG & ZONING	2181-274156		59.89	0.00	59.89			
143509	CHK	A	LEVY JONES INC	4672	5	999.25	0.00	999.25	11/01/2023		34549
			SUPPLIES-FIRE/RESCUE	94146		380.85	0.00	380.85			

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			SUPPLIES-FIRE/RESCUE	94244		109.50	0.00	109.50			
			SUPPLIES-FIRE/RESCUE	94437		207.90	0.00	207.90			
			SUPPLIES-FIRE/RESCUE	94633		233.10	0.00	233.10			
			SUPPLIES-FIRE/RESCUE	94722		67.90	0.00	67.90			
143510	CHK	A	H R LEWIS PETROLEUM CO.	5111	1	80.00	0.00	80.00	11/01/2023		34549
			BULK USED OIL-FIRE/RESCUE	E103251		80.00	0.00	80.00			
143511	CHK	A	SYN-TECH SYSTEMS INC	5233	1	1,058.50	0.00	1,058.50	11/01/2023		34549
			PO#9002158-FUEL PUMP SOFTWARE	273690		1,058.50	0.00	1,058.50			
143512	CHK	A	PHILLIP MCDONALD PLUMBING INC	5243	3	760.00	0.00	760.00	11/01/2023		34549
			SVC CALL ANIMAL SVCS	9576		195.00	0.00	195.00			
			RBLT FLUSH VALVE-JDG DAVIS CH	9581		240.00	0.00	240.00			
			SVC CALL SAMPSON COLL SITE	9807		325.00	0.00	325.00			
143513	CHK	A	COMCAST	6092	1	3,060.86	0.00	3,060.86	11/01/2023		34549
			A#939087578-PHONE/INTERNET	184038287		3,060.86	0.00	3,060.86			
143514	CHK	A	AMAZON CAPITAL SERVICES	6230	8	427.27	0.00	427.27	11/01/2023		34549
			SUPPLIES-LIBRARY	13JD-L914-V7HN		43.96	0.00	43.96			
			CLIPBOARDS-LIBRARY	16W6-VPWW-17V3		49.69	0.00	49.69			
			CARBURETOR-MOSQ CTRL	1C17-JQHJ-4VQY		36.99	0.00	36.99			
			STAR TREE TOPPER-LIBRARY	1C3C-GXLG-C7GV		12.99	0.00	12.99			
			SUPPLIES-LIBRARY	1K1T-W6QN-1VNM		40.28	0.00	40.28			
			SUPPLIES-LIBRARY	1K47-7WKY-V9WC		26.98	0.00	26.98			
			LIBRARY BOOKS	1KDQ-C9YG-17W9		86.47	0.00	86.47			
			SUPPLIES-LIBRARY	1XLL-MT1F-T6FP		129.91	0.00	129.91			
143515	CHK	A	WEX BANK	6306	1	8,095.64	0.00	8,095.64	11/01/2023		34549
			FIRE/RESCUE-FUEL-SEPT 2023	92354634		8,095.64	0.00	8,095.64			
143516	CHK	A	TRILOGY MEDWASTE SOUTHEAST	6321	1	114.30	0.00	114.30	11/01/2023		34549
			MED WASTE-FIRE/RESCUE	1450867		114.30	0.00	114.30			
143517	CHK	A	CARQUEST	6842	1	519.94	0.00	519.94	11/01/2023		34549
			ROTOR/BRAKE PADS-FIRE/RESCUE	11118-384444		519.94	0.00	519.94			
143518	CHK	A	BRADLEY, GARRISON & KOMANDO, P	6908	1	7,000.00	0.00	7,000.00	11/01/2023		34549
			MONTHLY RETAINER-SEPT 2023	12042		7,000.00	0.00	7,000.00			
143519	CHK	A	CORPORATE HEALTH LLC	6968	1	10,560.00	0.00	10,560.00	11/01/2023		34549
			PO#9002164-23 ANNL PHYSICALS	1962		10,560.00	0.00	10,560.00			
143520	CHK	A	JOHN E GETZAN	6974	1	3,400.00	0.00	3,400.00	11/01/2023		34549
			REFUND APPLICATION FEES	2545BC		3,400.00	0.00	3,400.00			
143521	CHK	A	BRADFORD COUNTY HEALTH INSURAN	73	1	95,731.00	0.00	95,731.00	11/02/2023		34552
			REIMB. SHERIFF INS-OCT 2023	10232023		95,731.00	0.00	95,731.00			
143522	CHK	A	BRADFORD COUNTY SHERIFF OFFICE	142	2	659,008.43	0.00	659,008.43	11/02/2023		34552
			SHERIFF REQ-NOVEMBER 2023	11-2023SO		659,008.43	0.00	11,640.83			
			SHERIFF REQ-NOVEMBER 2023	11-2023SO		659,008.43	0.00	647,367.60			
143523	CHK	A	CONCERNED CITIZENS OF BRADFORD	171	1	7,500.00	0.00	7,500.00	11/02/2023		34552
			BUDGET REQ-FY23-24	2544BC		7,500.00	0.00	7,500.00			

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143524	CHK	A	FLORIDA POWER AND LIGHT CO	221	9	479.35	0.00	479.35	11/02/2023		34552
			A#86299-10590-LINCOLN CITY PAR	101620230590		73.17	0.00	73.17			
			A#49733-32192-SR100A/US301 FSS	101620232192		15.39	0.00	15.39			
			A#96978-26254-LINCOLN CITY PAR	101620236254		30.02	0.00	30.02			
			A#82042-21223-HAMPTON LOGISTIC	101820231223		33.74	0.00	33.74			
			A#26257-10765-LAWTEY COLL SITE	102020230765		42.44	0.00	42.44			
			A#26297-19762-LAWTEY COLL SITE	102020239762		63.54	0.00	63.54			
			A#02250-33166-BYPASS/SW136 SIG	102420233166		55.74	0.00	55.74			
			A#24139-84424-18906USHWY301SIG	102420234424		25.86	0.00	25.86			
			A#95764-15799-ST40/HEILBRONN	102520235799		139.45	0.00	139.45			
143525	CHK	A	JACKSON BUILDING SUPPLY CO	253	4	89.10	0.00	89.10	11/02/2023		34552
			KEY BLANKS-SOLID WASTE	1415830		9.54	0.00	9.54			
			SUPPLIES-MAINTENANCE	1416131		104.82	0.00	104.82			
			RETURN-MAINTENANCE	1416184CM		44.80-	0.00	44.80-			
			FASTENERS-SOLID WASTE	1416285		19.54	0.00	19.54			
143526	CHK	A	NEXTRAN CORPORATION	257	2	246.90	0.00	246.90	11/02/2023		34552
			V-RIBBED BELT-RD DEPT	01P193676		75.69	0.00	75.69			
			DASH VALVE-RD DEPT	01P198202		171.21	0.00	171.21			
143527	CHK	A	JONES-GALLAGHER FUNERAL HOME	262	1	585.00	0.00	585.00	11/02/2023		34552
			TRANSPORT-D. DEFAI	10272023DDEFAI		585.00	0.00	585.00			
143528	CHK	A	L V HIERS INC	271	4	26,222.86	0.00	26,222.86	11/02/2023		34552
			UNLEADED GAS	0165493-IN		3,845.14	0.00	3,845.14			
			DIESEL FUEL	0165494-IN		9,161.72	0.00	9,161.72			
			UNLEADED GAS	0459910-IN		5,778.60	0.00	5,778.60			
			DIESEL FUEL	0459911-IN		7,437.40	0.00	7,437.40			
143529	CHK	A	N CENTRAL FL REGIONAL	352	1	5,699.00	0.00	5,699.00	11/02/2023		34552
			COUNCIL DUES 10/1/23-09/30/24	9363		5,699.00	0.00	5,699.00			
143530	CHK	A	CLERK OF THE CIRCUIT COURT	380	1	71,630.83	0.00	71,630.83	11/02/2023		34552
			REQUISITION FOR NOV 2023	11-2023		71,630.83	0.00	71,630.83			
143531	CHK	A	V E WHITEHURST & SONS	398	1	67,131.23	0.00	67,131.23	11/02/2023		34552
			APP#8/FINAL-SE49AVE S OF CR 18	APP#8/FINALSE49SO6718131.23		67,131.23	0.00	67,131.23			
143532	CHK	A	NATIONAL VACUUM	634	1	593.70	0.00	593.70	11/02/2023		34552
			HOUSEKEEPING SUPPLIES	0506279		593.70	0.00	593.70			
143533	CHK	A	CRYSTAL SPRINGS	1002	1	46.46	0.00	46.46	11/02/2023		34552
			A#665953414941230-COURT ADMIN	14941230102723		46.46	0.00	46.46			
143534	CHK	A	CRYSTAL SPRINGS	1002	1	67.95	0.00	67.95	11/02/2023		34552
			A#672149915083408-RD DEPT	15083408102523		67.95	0.00	67.95			
143535	CHK	A	CRYSTAL SPRINGS	1002	1	36.48	0.00	36.48	11/02/2023		34552
			A#731636016664454-GAL	16664454102723		36.48	0.00	36.48			
143536	CHK	A	CIVICPLUS, LLC	1018	1	1,108.37	0.00	1,108.37	11/02/2023		34552
			MUNICODE PAGES	280370		1,108.37	0.00	1,108.37			
143537	CHK	A	SHOWCASE ADVERTISING INC	1084	1	4,195.00	0.00	4,195.00	11/02/2023		34552
			LAMINATED DECALS-SOLID WASTE	68844		4,195.00	0.00	4,195.00			

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143538	CHK	A	BRYANS ACE HARDWARE	1773	5	85.46	0.00	85.46	11/02/2023		34552
			HOUSEKEEPING SUPPLIES	337949		24.07	0.00	24.07			
			KEYBLANKS-SOLID WASTE	337967		14.94	0.00	14.94			
			ODOBAN-MAINTENANCE	337984		19.98	0.00	19.98			
			BATTERY-RD DEPT	337985		8.99	0.00	8.99			
			HOUSEKEEPING SUPPLIES	338008		17.48	0.00	17.48			
143539	CHK	A	ACORN CLINIC	2192	1	26,250.00	0.00	26,250.00	11/02/2023		34552
			BUDGET REQUEST FY23/24	2024FY		26,250.00	0.00	26,250.00			
143540	CHK	A	ANDERSON COLUMBIA CO., INC.	2271	1	150,813.36	0.00	150,813.36	11/02/2023		34552
			ASPHALT SW 106TH AVE-RD DEPT	132549A		150,813.36	0.00	150,813.36			
143541	CHK	A	ANDERSON COLUMBIA CO., INC.	2271	1	34,604.28	0.00	34,604.28	11/02/2023		34552
			ASPHALT SW 106TH AVE-RD DEPT	132623A		34,604.28	0.00	34,604.28			
143542	CHK	A	ANDERSON COLUMBIA CO., INC.	2271	1	53,776.44	0.00	53,776.44	11/02/2023		34552
			ASPHALT NW 84TH AVE-RD DEPT	133079		53,776.44	0.00	53,776.44			
143543	CHK	A	UNIVERSAL ENGINEERING SCIENCES	2649	1	935.00	0.00	935.00	11/02/2023		34552
			INSPECTION SERVICES	00763296		935.00	0.00	935.00			
143544	CHK	A	UNION POWER EQUIPMENT INC	2827	2	285.97	0.00	285.97	11/02/2023		34552
			RECOIL ASSEMBLY-RD DEPT	58587		96.37	0.00	96.37			
			ARMOR ENGINE OIL-RD DEPT	58588		189.60	0.00	189.60			
143545	CHK	A	TATUM BROS LUMBER CO INC	3107	5	831.60	0.00	831.60	11/02/2023		34552
			LUMBER-MAINTENANCE	79436		135.00	0.00	135.00			
			LUMBER-MAINTENANCE	79438		648.00	0.00	648.00			
			LUMBER-MAINTENANCE	79448		208.50	0.00	208.50			
			LUMBER RETURN-MAINTENANCE	79464CM		173.90-	0.00	173.90-			
			LUMBER-MAINTENANCE	79470		14.00	0.00	14.00			
143546	CHK	A	SUMMERVILLE SYSTEMS	3231	1	804.15	0.00	804.15	11/02/2023		34552
			OCTOBER 23 SIGNAL BILL-RD DEPT	1103		804.15	0.00	804.15			
143547	CHK	A	AMERICAN EXPRESS	3296	1	180.83	0.00	180.83	11/02/2023		34552
			A#8-43002-SOE	10232023002		180.83	0.00	180.83			
143548	CHK	A	QUADMED INC	3417	2	1,330.68	0.00	1,330.68	11/02/2023		34552
			MED SUPPLIES-FIRE/RESCUE	243165		483.00	0.00	483.00			
			MED SUPPLIES-FIRE/RESCUE	243844		847.68	0.00	847.68			
143549	CHK	A	NORTH FL CHAMBER OF COMMERCE	3822	1	9,375.00	0.00	9,375.00	11/02/2023		34552
			FY23/24 BUDGET REQUEST	10219		9,375.00	0.00	9,375.00			
143550	CHK	A	PRESTIGE ELECTRIC INC	4071	1	342.50	0.00	342.50	11/02/2023		34552
			ELECTRICAL BC AMBULANCE HEATER	7140		342.50	0.00	342.50			
143551	CHK	A	QUEST DIAGNOSTICS	4092	2	233.50	0.00	233.50	11/02/2023		34552
			NEW HIRE DRUG SCREENS	9206772440		233.50	0.00	106.00			
			NEW HIRE DRUG SCREENS	9206772440		233.50	0.00	127.50			
143552	CHK	A	JONES EDMUNDS	4129	1	764.86	0.00	764.86	11/02/2023		34552
			2ND SEMIANNL 2023 LNDFFILL INSP	0252575		764.86	0.00	764.86			

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143553	CHK	A	O'REILLY AUTOMOTIVE, INC	4489	7	676.40	0.00	676.40	11/02/2023		34552
			ADAPTER/SUPPLIES-SOLID WASTE	2181-277692		38.05	0.00	38.05			
			IGN WIRE/COIL-RD DEPT	2181-277697		207.99	0.00	207.99			
			REPAIR PARTS-RD DEPT	2181-278382		180.20	0.00	180.20			
			REPAIR PARTS-RD DEPT	2181-278666		311.22	0.00	311.22			
			RETURN-RD DEPT	2181-278689CM		48.66-	0.00	48.66-			
			RETURN WATER OUTLET-RD DEPT	2181-278803CM		45.18-	0.00	45.18-			
			TEMP SEN-RD DEPT	2181-279243		32.78	0.00	32.78			
143554	CHK	A	UNIFIRST CORPORATION	4645	3	177.33	0.00	177.33	11/02/2023		34552
			UNIFORMS-SOLID WASTE	3060084833		53.25	0.00	53.25			
			UNIFORMS-RD DEPT	3060084834		62.04	0.00	62.04			
			UNIFORMS-RD DEPT	3060086899		62.04	0.00	62.04			
143555	CHK	A	GILCHRIST COUNTY BOCC	4646	1	249.99	0.00	249.99	11/02/2023		34552
			PRO SE MIL REIM-OCT-DEC 2023	10162023GILCHRIST		249.99	0.00	249.99			
143556	CHK	A	LEVY JONES INC	4672	1	190.85	0.00	190.85	11/02/2023		34552
			SUPPLIES-FIRE/RESCUE	94949		190.85	0.00	190.85			
143557	CHK	A	BARBARA FISCHER	4736	1	305.10	0.00	305.10	11/02/2023		34552
			TRAVEL REIMBURSEMENT	10172023BFISCHER		305.10	0.00	305.10			
143558	CHK	A	M & R CONSTRUCTION INC	4803	1	5,000.00	0.00	5,000.00	11/02/2023		34552
			CRUGER-DEMO 1	LMC-01		5,000.00	0.00	5,000.00			
143559	CHK	A	SYN-TECH SYSTEMS INC	5233	1	99.00	0.00	99.00	11/02/2023		34552
			REPAIR PARTS-RD DEPT	275443		99.00	0.00	99.00			
143560	CHK	A	TELEFLEX, LLC	5302	1	677.50	0.00	677.50	11/02/2023		34552
			MED SUPPLIES-FIRE/RESCUE	9507588435		677.50	0.00	677.50			
143561	CHK	A	NORTHERN SAFETY & INDUSTRIAL	5918	1	389.76	0.00	389.76	11/02/2023		34552
			T-SHIRTS-SOLID WASTE	905795140		389.76	0.00	389.76			
143562	CHK	A	FERREIRA ENTERPRISES INC	5944	1	450.00	0.00	450.00	11/02/2023		34552
			TRANSPORT-L. ALDRIDGE	10312023LALDRIDGE		450.00	0.00	450.00			
143563	CHK	A	REV TECHNICAL CENTER	5991	2	722.70	0.00	722.70	11/02/2023		34552
			STRAP-FIRE/RESCUE	P07421		194.09	0.00	194.09			
			SOLENOID-FIRE/RESCUE	P07434		528.61	0.00	528.61			
143564	CHK	A	BRADFORD CO TELEGRAPH	6171	2	530.08	0.00	530.08	11/02/2023		34552
			LEGAL AD-VALUE ADJ BOARD	10182023BOCC		504.00	0.00	504.00			
			LEGAL AD-MEETING NOV 7 @ 930AM	10252023BOCC		26.08	0.00	26.08			
143565	CHK	A	AMAZON CAPITAL SERVICES	6230	6	1,148.97	0.00	1,148.97	11/02/2023		34552
			STORAGE BOX-SW	13PH-DR6K-X1K7		99.80	0.00	99.80			
			SUPPLIES-SOLID WASTE	1D7P-X9CG-33MH		181.81	0.00	181.81			
			SUPPLIES-AG	1KDT-3DG6-6G37		52.06	0.00	52.06			
			TIRE CHANGER TOOL-FIRE/RESCUE	1MJH-DLKH-K4JJ		109.22	0.00	109.22			
			JACKETS-FIRE/RESCUE	1NYV-JM1R-6WHG		556.18	0.00	556.18			
			NON-SLIP RUG-MAINTENANCE	1RRY-MWXP-WWQQ		149.90	0.00	149.90			
143566	CHK	A	BENEVATE, INC.	6281	1	3,460.80	0.00	3,460.80	11/02/2023		34552
			COMPUTER SOFTWARE-SHIP	INV11448		3,460.80	0.00	3,460.80			

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143567	CHK	A	ALEXANDRA BUSH REIMB. EDUCATION EXPENSE	6291 10252023ABUSH	1	1,284.00 1,284.00	0.00 0.00	1,284.00 1,284.00	11/02/2023		34552
143568	CHK	A	GREATAMERICA FINANCIAL SERVICE A#015-1424079-000-AG COPIER	6331 35051597	1	195.18 195.18	0.00 0.00	195.18 195.18	11/02/2023		34552
143569	CHK	A	AVENU INSIGHTS & ANALYTICS CASA MO SOFTWARE-SW OCT 2023	6355 INVB-048784	1	680.67 680.67	0.00 0.00	680.67 680.67	11/02/2023		34552
143570	CHK	A	DANA LAFOLLETTE TRAVEL REIMBURSEMENT	6366 10232023DLAFOLLETTE	1	392.97 392.97	0.00 0.00	392.97 392.97	11/02/2023		34552
143571	CHK	A	THOMPSON'S MOBILE HOME SUPPLY TRASH BAGS/TOISSUE-SW	6484 04	1	117.70 117.70	0.00 0.00	117.70 117.70	11/02/2023		34552
143572	CHK	A	CARQUEST OXYGEN SENSOR-FIRE/RESCUE	6842 11118-385653	1	253.19 253.19	0.00 0.00	253.19 253.19	11/02/2023		34552
143573	CHK	A	ADVANCED TIRE SERVICE 2 TIRES-RD DEPT	6860 4013409	1	534.74 534.74	0.00 0.00	534.74 534.74	11/02/2023		34552
143574	CHK	A	WAYNES PAINTING, LLC PAINT STATE ATTORNEYS OFFICE PRESS WASH/PAINT-SENIOR CTR	6907 2546BC 2547BC	2	1,800.00 850.00 950.00	0.00 0.00 0.00	1,800.00 850.00 950.00	11/02/2023		34552
143575	CHK	A	BRADLEY, GARRISON & KOMANDO, P MONTHLY RETAINER-OCT 2023	6908 12063	1	7,175.00 7,175.00	0.00 0.00	7,175.00 7,175.00	11/02/2023		34552
143576	CHK	A	GATOR FIRE EXTINGUISHER, CO RECHARGE FIRE EXTING-FIRE/RESC	6920 11606796	1	65.00 65.00	0.00 0.00	65.00 65.00	11/02/2023		34552
143577	CHK	A	BC HYDRAULICS SERVICE CALL 229 SITE-SW	6946 319390	1	405.00 405.00	0.00 0.00	405.00 405.00	11/02/2023		34552
143578	CHK	A	LAURA MABRY REIMBURSE HOSPITAL COPAY	6949 10242023LMABRY	1	750.00 750.00	0.00 0.00	750.00 750.00	11/02/2023		34552
143579	CHK	A	INTERNATIONAL INSTITUTE OF MUN ANNL MEMBERSHIP THR 12/31/24	6971 2548BC	1	185.00 185.00	0.00 0.00	185.00 185.00	11/02/2023		34552
143580	CHK	A	BROWARD C HESSION HOSPITAL CO-PAY REIMBURSEMENT	6972 10202023BHENSION	1	750.00 750.00	0.00 0.00	750.00 750.00	11/02/2023		34552
143581	CHK	A	BRADFORD TRANSPORTATION FUND FUEL-LIBRARY-SEPT 2023	146 09302023LIBRARY	1	45.59 45.59	0.00 0.00	45.59 45.59	11/03/2023		34560
143582	CHK	A	DEMCO INC SUPPLIES-LIBRARY SUPPLIES-LIBRARY	184 7358670 7358740	2	682.75 485.02 197.73	0.00 0.00 0.00	682.75 485.02 197.73	11/03/2023		34560
143583	CHK	A	MIDWEST TAPE AUDIO BOOKS-LIBRARY AUDIO BOOKS-LIBRARY AUDIO BOOKS-LIBRARY AUDIO BOOKS-LIBRARY	2275 503679221 503708302 504058541 504124996	4	454.17 135.98 67.99 167.97 82.23	0.00 0.00 0.00 0.00 0.00	454.17 135.98 67.99 167.97 82.23	11/03/2023		34560

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143584	CHK	A	ALACHUA COUNTY BOCC 4TH QTR FEES-7/1/23-9/30/23	104 CT2023-00000023	1	27,827.90 27,827.90	0.00 0.00	27,827.90 27,827.90	11/09/2023		34572
143585	CHK	A	ELAN FINANCIAL SERVICES A#4798510064018548-BOCC A#4798510064018548-BOCC A#4798510064018548-BOCC A#4798510064018548-BOCC A#4798510064018548-BOCC	3614 102320238548-BOCC 102320238548-BOCC 102320238548-BOCC 102320238548-BOCC 102320238548-BOCC	5	7,231.75 7,231.75 7,231.75 7,231.75 7,231.75	0.00 0.00 0.00 0.00 0.00	7,231.75 39.99- 177.58 936.05 4,510.83 1,647.28	11/14/2023		34586
143586	CHK	P	STATE OF FLORIDA DISBURSEMENT CHLD SUPP:4964:502:11/14/23	50 4964:110	1	391.14 391.14	0.00 0.00	391.14 391.14	11/15/2023		34595
143587	CHK	P	AFLAC FLEX ACCOUNT AFLAC FLEX:4964:225:11/14/23	69 4964:95	1	384.20 384.20	0.00 0.00	384.20 384.20	11/15/2023		34595
143588	CHK	P	CAPITAL CITY BANK FICA:4964:701:11/14/23 MEDICARE:4964:702:11/14/23 FED:4964:800:11/14/23 FICA:4964:801:11/14/23 MEDICARE:4964:802:11/14/23	80 4964:20 4964:21 4964:22 4964:23 4964:24	5	66,685.07 16,809.40 3,931.19 25,203.89 16,809.40 3,931.19	0.00 0.00 0.00 0.00 0.00	66,685.07 16,809.40 3,931.19 25,203.89 16,809.40 3,931.19	11/15/2023		34595
143589	CHK	A	BATTERY DISTRIBUTORS SE INC BATTERIES-RD DEPT BATTERIES-RD DEPT	125 19442311061031 19442311061104	2	1,197.95 632.03 565.92	0.00 0.00 0.00	1,197.95 632.03 565.92	11/15/2023		34598
143590	CHK	A	BRADFORD COUNTY SHERIFF OFFICE OPERATION CRIME REDUCTION	142 8C110EX05	1	9,861.91 9,861.91	0.00 0.00	9,861.91 9,861.91	11/15/2023		34598
143591	CHK	A	BRADFORD TRANSPORTATION FUND FUEL-AG-OCT 2023 FUEL-BUILDING-OCT 2023 FUEL-EMS-OCT 2023 FUEL-FIRE-OCT 2023 FUEL-MAINTENANCE-OCT 2023 FUEL-MOSQUITO CTRL-OCT 2023 FUEL-SW-OCT 2023	146 11012023AGEXT 11012023BUILDING 11012023EMS 11012023FIRE 11012023MAINT 11012023MOSQCTRL 11012023SW	7	26,891.95 44.39 341.09 15,265.87 4,248.40 192.12 192.43 6,607.65	0.00 0.00 0.00 0.00 0.00 0.00 0.00	26,891.95 44.39 341.09 15,265.87 4,248.40 192.12 192.43 6,607.65	11/15/2023		34598
143592	CHK	A	CITY OF STARKE A#1120238000-COURTHOUSE A#1120238000-COURTHOUSE A#1120402000-AG EXT OFF A#1120463400-SENIOR CTR A#1120575000-FIRE/RESCUE 945C A#5510325000-LIB-RETENTION PON A#5510327001-LIBRARY A#5510327100-LIBRARY WATER A#4410148000-GUARDIAN 925A A#4410150001-GUARDIAN 925B A#4410152001-SHIP/SW A#4410152001-SHIP/SW A#2210047000-825 STORAGE BLDG A#1120436100-MKT RD-SEC CAMERA A#2210046000-ROAD DEPT A#1120237001-JAIL/SAFETY COMPL	158 2563BC 2563BC 2564BC 2565BC 2566BC 2567BC 2568BC 2569BC 2570BC 2571BC 2572BC 2572BC 2573BC 2574BC 2575BC 2576BC	17	35,315.91 8,974.34 8,974.34 481.57 467.15 171.86 54.11 2,902.10 60.43 75.47 58.19 235.36 235.36 206.06 9.23 1,747.53 19,774.11	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	35,315.91 3,499.99 5,474.35 481.57 467.15 171.86 54.11 2,902.10 60.43 75.47 58.19 117.68 117.68 206.06 9.23 1,747.53 19,774.11	11/15/2023		34598

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			A#1120237500-JAIL GRINDER PUMP	2577BC		98.40	0.00	98.40			
143593	CHK	A	DEMCO INC SUPPLIES-LIBRARY	184 7373380	1	141.53 141.53	0.00 0.00	141.53 141.53	11/15/2023		34598
143594	CHK	A	FEDEX RENEW BIOMEDICAL-FIRE/RESCUE	211 8-317-20055	1	14.35 14.35	0.00 0.00	14.35 14.35	11/15/2023		34598
143595	CHK	A	FLORIDA POWER AND LIGHT CO A#45167-11753-HAMPTON T/S A#45217-18785-HAMPTON S/L'S A#15263-14297-S/L LAWTEY A#68840-15709-STARKE COLL SITE A#99776-81577-THERESSA BALLFIE A#88412-13724-FAIRGROUNDS A#68193-16776-MEDIC2/ST20-THER A#68183-18740-THERESSA COMM HS	221 102520231753 102520238785 110620234297 110620235709 110720231577 110720233724 110720236776 110720238740	8	905.03 43.57 287.62 15.39 76.82 25.66 13.80 411.25 30.92	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	905.03 43.57 287.62 15.39 76.82 25.66 13.80 411.25 30.92	11/15/2023		34598
143596	CHK	A	THE GAINESVILLE SUN A#722069876-LIBRARY SUBSCRIPTI	225 101620239876	1	758.60 758.60	0.00 0.00	758.60 758.60	11/15/2023		34598
143597	CHK	A	INGRAM LIBRARY SERVICES LIBRARY BOOKS LIBRARY BOOKS LIBRARY BOOKS LIBRARY BOOKS	249 78357844 78513426 78591435 78728838	4	1,463.35 428.77 73.70 44.90 915.98	0.00 0.00 0.00 0.00 0.00	1,463.35 428.77 73.70 44.90 915.98	11/15/2023		34598
143598	CHK	A	JACKSON BUILDING SUPPLY CO SUPPLIES-SOLID WASTE REPAIR PARTS-MAINTENANCE	253 1417489 1417933	2	244.96 140.31 104.65	0.00 0.00 0.00	244.96 140.31 104.65	11/15/2023		34598
143599	CHK	A	JONES-GALLAGHER FUNERAL HOME TRANSPORT-F. BARKMAN	262 11062023FBARKMAN	1	360.00 360.00	0.00 0.00	360.00 360.00	11/15/2023		34598
143600	CHK	A	L V HIERS INC DIESEL FUEL UNLEADED GAS DIESEL FUEL UNLEADED GAS BLUDEF-FIRE/RESCUE DIESEL FUEL UNLEADED GAS	271 0166065-IN 0166066-IN 0166177-IN 0166178-IN 0458479-IN 0460126-IN 0460127-IN	7	29,443.67 4,397.91 2,687.43 5,787.81 7,025.63 440.30 2,973.73 6,130.86	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	29,443.67 4,397.91 2,687.43 5,787.81 7,025.63 440.30 2,973.73 6,130.86	11/15/2023		34598
143601	CHK	A	NEW RIVER SOLID WASTE ASSOC TIPPING FEES 10/1/23-10/31/23	348 11022023NRSWA	1	42,185.24 42,185.24	0.00 0.00	42,185.24 42,185.24	11/15/2023		34598
143602	CHK	A	THE OFFICE SHOP INK FOR PRINTER-COUNTY MAN	365 POSR6049(S01)	1	108.25 108.25	0.00 0.00	108.25 108.25	11/15/2023		34598
143603	CHK	A	THE OFFICE SHOP COPIER-S1519-CO MANAGER	365 POSR6471(S05)	1	35.00 35.00	0.00 0.00	35.00 35.00	11/15/2023		34598
143604	CHK	A	THE OFFICE SHOP COPIER-RD DEPT	365 POSR6471(S07)	1	35.00 35.00	0.00 0.00	35.00 35.00	11/15/2023		34598
143605	CHK	A	THE OFFICE SHOP	365	1	39.50	0.00	39.50	11/15/2023		34598

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			COPIER-S1397-SOE	POSR6474(S24)		39.50	0.00	39.50			
143606	CHK	A	THE OFFICE SHOP	365	1	35.00	0.00	35.00	11/15/2023		34598
			COPIER-S1190-ZONING	POSR6491(S13)		35.00	0.00	35.00			
143607	CHK	A	RING POWER CORPORATION	390	5	13,917.63	0.00	13,917.63	11/15/2023		34598
			Rental of a 2022 Massey MF7715	07LR09151071		10,557.00	0.00	10,557.00			
			FILTERS/ELEMENTS-RD DEPT	08PC9190328		789.91	0.00	789.91			
			ELEMENTS/FILTERS-RD DEPT	08PC9190329		789.91	0.00	789.91			
			FILTERS/ELEMENTS-RD DEPT	08PC9190330		811.24	0.00	811.24			
			GRADER BLADES-RD DEPT	08PC9208645		969.57	0.00	969.57			
143608	CHK	A	RADIO WEAG FM	464	1	150.00	0.00	150.00	11/15/2023		34598
			LIBRARY ANNOUNCEMENTS-OCT 23	30804110		150.00	0.00	150.00			
143609	CHK	A	THE SPORTING CHANCE	746	2	401.00	0.00	401.00	11/15/2023		34598
			TSHIRTS/JACKETS-BUILDING DEPT	6188		313.00	0.00	313.00			
			JACKETS-MAINTENANCE	6190		88.00	0.00	88.00			
143610	CHK	A	MICROMARKETING LLC	790	1	249.68	0.00	249.68	11/15/2023		34598
			DVD'S-LIBRARY	937053		249.68	0.00	249.68			
143611	CHK	A	TERRY MCCARTHY	960	8	6,294.00	0.00	6,294.00	11/15/2023		34598
			CUT DOWN 9 PALM TREES-AG EXT	2578BC		950.00	0.00	950.00			
			TRIM 14 PALM TREES-AG EXT	2579BC		985.00	0.00	985.00			
			RMVD BUSHES IN FRONT-AG EXT	2580BC		434.00	0.00	434.00			
			CUT 1 DEAD PALM TREE-CRTHOUSE	2581BC		200.00	0.00	200.00			
			GROUND 11 STUMPS-AG EXT	2582BC		975.00	0.00	975.00			
			Terry McCarthy stump grinding	2583BC		1,500.00	0.00	1,500.00			
			2 TREES DOWN SW 69TH ST HAMPTO	2586BC		500.00	0.00	500.00			
			CUT 2 TREES HAMPTON BOAT RAMP	2587BC		750.00	0.00	750.00			
143612	CHK	A	FLORIDA SHERIFFS RISK	1100	1	20,872.25	0.00	20,872.25	11/15/2023		34598
			LAW ENF LIAB-ADD'L COVD MEMBER	FS24011843		20,872.25	0.00	20,872.25			
143613	CHK	A	BRYANS ACE HARDWARE	1773	18	513.68	0.00	513.68	11/15/2023		34598
			POLISHING COMPOUND-FIRE/RESCUE	337913		17.98	0.00	17.98			
			CLAMPS HOSE-FIRE/RESCUE	337966		108.96	0.00	108.96			
			SUPPLIES-FIRE/RESCUE	338003		33.76	0.00	33.76			
			BELT SNAP/MISC KEY-FIRE/RESCUE	338022		13.97	0.00	13.97			
			FILTER/FUSE-FIRE/RESCUE	338025		13.18	0.00	13.18			
			FASTENERS-FIRE/RESCUE	338028		19.58	0.00	19.58			
			WEATHERSTRIP-FIRE/RESCUE	338032		23.97	0.00	23.97			
			RETURN WEATHERSTRIP-FIRE/RESCU	338040CM		15.98	0.00	15.98			
			SPRY PAINT/SANDING-RD DEPT	338052		40.13	0.00	40.13			
			FASTENERS-FIRE/RESCUE	338054		4.98	0.00	4.98			
			REPAIR PARTS-FIRE/RESCUE	338056		29.56	0.00	29.56			
			CORD EXT 50FT-FIRE/RESCUE	338060		69.99	0.00	69.99			
			SUPPLIES-RD DEPT	338062		19.67	0.00	19.67			
			STUDSENSOR/HOOKS-MAINT	338069		60.96	0.00	60.96			
			BUCKET-FIRE/RESCUE	338074		13.18	0.00	13.18			
			COVER BOX, RECEIPT-FIRE/RESCUE	338075		13.58	0.00	13.58			
			PROPANE-RD DEPT	338082		38.62	0.00	38.62			
			TAPE MOUNTING-RD DEPT	338083		7.59	0.00	7.59			
143614	CHK	A	TEN-8 FIRE AND SAFETY, LLC	1876	1	806.49	0.00	806.49	11/15/2023		34598

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			FACEPIECE/HARNES-FIRE/RESCUE	1310029714		806.49	0.00	806.49			
143615	CHK	A	BOUND TREE MEDICAL LLC	2081	4	3,045.76	0.00	3,045.76	11/15/2023		34598
			MED SUPPLIES-FIRE/RESCUE	85145194		978.10	0.00	978.10			
			MED SUPPLIES-FIRE/RESCUE	85146656		173.99	0.00	173.99			
			MED SUPPLIES-FIRE/RESCUE	85146657		978.60	0.00	978.60			
			MED SUPPLIES-FIRE/RESCUE	85148427		915.07	0.00	915.07			
143616	CHK	A	NOTARY PUBLIC UNDERWRITERS, IN	2156	1	114.75	0.00	114.75	11/15/2023		34598
			NOTARY RENEWAL/A. NICHOLS	2588BC		114.75	0.00	114.75			
143617	CHK	A	MIDWEST TAPE	2275	1	11.24	0.00	11.24	11/15/2023		34598
			DVD-LIBRARY	504585917		11.24	0.00	11.24			
143618	CHK	A	PRITCHETT TRUCKING INC	2669	1	13,727.36	0.00	13,727.36	11/15/2023		34598
			This is for Limerock to fill T	97489		13,727.36	0.00	13,727.36			
143619	CHK	A	UNION POWER EQUIPMENT INC	2827	1	55.69	0.00	55.69	11/15/2023		34598
			RECOIL ASSEMBLY-RD DEPT	58612		55.69	0.00	55.69			
143620	CHK	A	QUADMED INC	3417	8	4,870.65	0.00	4,870.65	11/15/2023		34598
			MED SUPPLIES-FIRE/RESCUE	244579		981.15	0.00	981.15			
			MED SUPPLIES-FIRE/RESCUE	244796		73.56	0.00	73.56			
			MED SUPPLIES-FIRE/RESCUE	244840		550.35	0.00	550.35			
			MED SUPPLIES-FIRE/RESCUE	244883		439.00	0.00	439.00			
			MED SUPPLIES-FIRE/RESCUE	244900		862.67	0.00	862.67			
			MED SUPPLIES-FIRE/RESCUE	245012		979.20	0.00	979.20			
			MED SUPPLIES-FIRE/RESCUE	245144		545.72	0.00	545.72			
			MED SUPPLIES-FIRE/RESCUE	245208		439.00	0.00	439.00			
143621	CHK	A	UF DEPT OF PATHOLOGY	3611	1	8,500.79	0.00	8,500.79	11/15/2023		34598
			MED EX FEES-OCT 23	ME-BRA-OCTOBER-23		8,500.79	0.00	8,500.79			
143622	CHK	A	NORTH FL CHAMBER OF COMMERCE	3822	1	125.00	0.00	125.00	11/15/2023		34598
			MEMBERSHIP DUES	100127		125.00	0.00	125.00			
143623	CHK	A	FLORIDA FIRE CHIEFS' ASSOC.	3867	1	235.00	0.00	235.00	11/15/2023		34598
			PER MODULE BEN CARTER-FIRE/RES	32335365		235.00	0.00	235.00			
143624	CHK	A	BRADFORD GARBAGE SERVICE INC	3974	6	363.00	0.00	363.00	11/15/2023		34598
			A#5183-M9/ST90/SAMPSON FIRE/RE	110120235183		38.00	0.00	38.00			
			A#5245-M2/ST20/THERESSA FIRE/R	110120235245		83.00	0.00	83.00			
			A#5521-SANTA FE BOAT RAMP	110120235521		83.00	0.00	83.00			
			A#5529-HAMPTON BOAT RAMP	110120235529		38.00	0.00	38.00			
			A#5530-MELROSE TAX	110120235530		38.00	0.00	38.00			
			A#5532-M5/ST50/LAWTEY FIRE/RES	110120235532		83.00	0.00	83.00			
143625	CHK	A	PRESTIGE ELECTRIC INC	4071	4	2,923.16	0.00	2,923.16	11/15/2023		34598
			GENERATOR HOOKUP LAWTEY FIRE	7070		210.00	0.00	210.00			
			ELECTRICAL-LIBRARY	7104		955.05	0.00	955.05			
			LIBRARY LIGHTS	7109		819.98	0.00	819.98			
			LIBRARY LIGHTS	7163		938.13	0.00	938.13			
143626	CHK	A	SONSHINE TITLE SERVICES INC	4087	1	185.00	0.00	185.00	11/15/2023		34598
			TITLE SEARCH STUBBS-SHIP	11132023STUBBS		185.00	0.00	185.00			

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143627	CHK	A	SONSHINE TITLE SERVICES INC TITLE SEARCH-COVINGTON	4087	1	185.00 185.00	0.00 0.00	185.00 185.00	11/15/2023		34598
143628	CHK	A	VERIZON WIRELESS A#742046145-00001-SOE	4128	1	0.70 0.70	0.00 0.00	0.70 0.70	11/15/2023		34598
143629	CHK	A	VERIZON WIRELESS A#520962057-00001-SOE	4128	1	103.44 103.44	0.00 0.00	103.44 103.44	11/15/2023		34598
143630	CHK	A	VERIZON WIRELESS A#223076844-00004-PD	4128	1	91.47 91.47	0.00 0.00	91.47 91.47	11/15/2023		34598
143631	CHK	A	VERIZON WIRELESS A#742046145-00001-SOE	4128	1	0.70 0.70	0.00 0.00	0.70 0.70	11/15/2023		34598
143632	CHK	A	O'REILLY AUTOMOTIVE, INC RPR PARTS-RD DEPT ALTERNATOR-RD DEPT TERMINAL-RD DEPT 1QTTRANSFLD-RD DEPT DETENT CABLE-RD DEPT RETURN DETENT CABLE-RD DEPT FUEL/WTR SEP-RD DEPT BULBS-RD DEPT DETENT CABLE-RD DEPT CAPSULE-RD DEPT OIL FILTERS-RD DEPT HOSE FITTINGS-RD DEPT OIL FILTER-RD DEPT REPAIR PARTS-SOLID WASTE BLOWER RESTR-RD DEPT TPMS SENSOR-RD DEPT DEF-RD DEPT TPMS SEN KT-RD DEPT	4489	18	1,426.02 58.97 249.49 31.98 43.96 19.79 19.79- 123.42 40.24 40.87 95.49 39.60 102.06 6.86 369.94 39.42 48.70 27.98 107.04	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	1,426.02 58.97 249.49 31.98 43.96 19.79 19.79- 123.42 40.24 40.87 95.49 39.60 102.06 6.86 369.94 39.42 48.70 27.98 107.04	11/15/2023		34598
143633	CHK	A	ETR LLC GRAB HANDLE-FIRE/RESCUE CORNER LIGHT-FIRE/RESCUE LIGHT/CORNER-FIRE/RESCUE ROCKER SWITCH-FIRE/RESCUE	4505	4	501.48 179.80 54.72 178.48 88.48	0.00 0.00 0.00 0.00 0.00	501.48 179.80 54.72 178.48 88.48	11/15/2023		34598
143634	CHK	A	UNIFIRST CORPORATION UNIFORMS-RD DEPT UNIFORMS-SW UNIFORMS-SW UNIFORMS-SW UNIFORMS-RD DEPT	4645	5	283.83 62.04 53.25 53.25 53.25 62.04	0.00 0.00 0.00 0.00 0.00 0.00	283.83 62.04 53.25 53.25 53.25 62.04	11/15/2023		34598
143635	CHK	A	LEVY JONES INC SUPPLIES-FIRE/RESCUE	4672	1	32.85 32.85	0.00 0.00	32.85 32.85	11/15/2023		34598
143636	CHK	A	TOURIST DEVELOPMENT REIMBURSE TDC ACCT	4786	1	19,138.71 19,138.71	0.00 0.00	19,138.71 19,138.71	11/15/2023		34598
143637	CHK	A	M & R CONSTRUCTION INC CRUGER-DRAW 1 SLAB	4803	1	11,398.90 11,398.90	0.00 0.00	11,398.90 11,398.90	11/15/2023		34598

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143638	CHK	A	L&S AUTO TRIM & GLASS, INC Hose bed cover for front-line	5104 92021	1	2,635.00 2,635.00	0.00 0.00	2,635.00 2,635.00	11/15/2023		34598
143639	CHK	A	CLAY COUNTY UTILITY AUTHORITY A#00574819-WATER-TAX-COLL-MELR	5139 110920234819	1	102.15 102.15	0.00 0.00	102.15 102.15	11/15/2023		34598
143640	CHK	A	CUSTOM PRODUCTS CORP REPAIR PARTS SIGN SHOP-RD DEPT	5242 401330	1	797.28 797.28	0.00 0.00	797.28 797.28	11/15/2023		34598
143641	CHK	A	PHILLIP MCDONALD PLUMBING INC SVC CALL SIGN SHOP-MAINT SUPPLIED 3 DEWALT BATT-RD DEPT	5243 10173 10177	2	1,059.64 289.50 770.14	0.00 0.00 0.00	1,059.64 289.50 770.14	11/15/2023		34598
143642	CHK	A	AG PRO LLC 2 TRIMMERS-RD DEPT Emergency purchase of a Seat d CUTTING ED/SUPPLIES-RD DEPT	5299 E26003 P33427 P33763	3	3,534.78 638.97 2,601.22 294.59	0.00 0.00 0.00 0.00	3,534.78 638.97 2,601.22 294.59	11/15/2023		34598
143643	CHK	A	TELEFLEX, LLC MED SUPPLIES-FIRE/RESCUE	5302 9507659256	1	677.50 677.50	0.00 0.00	677.50 677.50	11/15/2023		34598
143644	CHK	A	SHRED-IT USA LLC A#1000209585-SHRED SVCS A#1000209585-SHRED SVCS A#1000209585-SHRED SVCS	5407 8005165411 8005165411 8005165411	3	701.05 701.05 701.05 701.05	0.00 0.00 0.00 0.00	701.05 311.57 155.81 233.67	11/15/2023		34598
143645	CHK	A	NORTHERN SAFETY & INDUSTRIAL TSHIRTS-SOLID WASTE SHOVEL-SOLID WASTE TSHIRTS-SOLID WASTE	5918 905798297 905808063 905817217	3	716.54 406.00 148.14 162.40	0.00 0.00 0.00 0.00	716.54 406.00 148.14 162.40	11/15/2023		34598
143646	CHK	A	ALL OUT FENCE TENSION BANDS-MAINTENANCE	5960 9659	1	62.65 62.65	0.00 0.00	62.65 62.65	11/15/2023		34598
143647	CHK	A	REV TECHNICAL CENTER AIR COMP PARTS-FIRE/RESCUE AIR COMP PARTS-FIRE/RESCUE REPAIR PARTS-FIRE/RESCUE	5991 P07722 P07738 P07759	3	1,381.72 604.90 578.13 198.69	0.00 0.00 0.00 0.00	1,381.72 604.90 578.13 198.69	11/15/2023		34598
143648	CHK	A	AAA EVENT SERVICES LLC PORTA-TOILET-RNTL(SEE DETAILS) PORTA-TOILET-RNTL(SEE DETAILS) PORTA-TOILET-RNTL-21B BOATRAMP	5993 I8240 I8240 I8247	3	857.50 697.50 697.50 160.00	0.00 0.00 0.00 0.00	857.50 277.50 420.00 160.00	11/15/2023		34598
143649	CHK	A	O'REILLY'S AUTOMOTIVE WIPER BLADES-FIRE/RESCUE BALLMOUNT/HITCHBALL-FIRE/RESCU HEATER HOSE/SEAL-FIRE/RESCUE	6008 2181-279669 2181-280767 2181-280888	3	132.18 29.98 57.98 44.22	0.00 0.00 0.00 0.00	132.18 29.98 57.98 44.22	11/15/2023		34598
143650	CHK	A	CARQUEST WINDOW TINT-RD DEPT FUEL-RD DEPT OIL-RD DEPT	6029 11118-385587 11118-386470 11118-386788	3	92.38 33.10 17.84 41.44	0.00 0.00 0.00 0.00	92.38 33.10 17.84 41.44	11/15/2023		34598
143651	CHK	A	GLOBAL TIRE RECYCLING Sole Source, Global Tire Recyc	6097 41249	1	2,724.00 2,724.00	0.00 0.00	2,724.00 2,724.00	11/15/2023		34598

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143652	CHK	A	AMAZON CAPITAL SERVICES	6230	25	3,714.34	0.00	3,714.34	11/15/2023		34598
			DRY ERASE BOARDS-FIRE/RESCUE	1473-9YJF-1LWM		163.86	0.00	163.86			
			IGLOO COOLER-FIRE/RESCUE	14TW-XM73-HTX4		99.99	0.00	99.99			
			SHEER RIBBON-LIBRARY	176N-NK6F-HX6M		12.99	0.00	12.99			
			UNIFORM SHIRTS-FIRE/RESCUE	17T9-4JHY-17P3		119.96	0.00	119.96			
			BATTERY CHARGER-FIRE/RESCUE	197D-HRM9-1NDY		74.81	0.00	74.81			
			DUAL TIRE PRESSURE-FIRE/RESCUE	19X6-JNC3-9X66		283.50	0.00	283.50			
			SUPPLIES-LIBRARY	1CFJ-FQHV-R7RF		45.77	0.00	45.77			
			TONER-SOLID WASTE	1CNP-9HNW-1V1Y		189.99	0.00	189.99			
			SUPPLIES-SHIP	1CYM-Q7JN-G1N1		55.63	0.00	55.63			
			KITCHEN SUPPLIES-FIRE/RESCUE	1DKC-NJHT-1FT4		113.68	0.00	113.68			
			SHIRTS-FIRE/RESCUE	1DTF-JR6H-HH7V		159.53	0.00	159.53			
			WOOD ORNAMENTS-LIBRARY	1FNQ-GC3C-MMHQ		11.99	0.00	11.99			
			PULL STARTER-RD DEPT	1G4J-LFKV-HR7J		57.00	0.00	57.00			
			CARDSTOCK-LIBRARY	1H1W-HJFK-3CKW		241.42	0.00	241.42			
			LIGHT BAR-FIRE/RESCUE	1H7D-H37K-DLL1		78.89	0.00	78.89			
			COOLER-RD DEPT	1KF7-6434-FR1R		219.98	0.00	219.98			
			TV FOR STATION 40-FIRE/RESCUE	1LKJ-JGKQ-1FXQ		168.00	0.00	168.00			
			PANTRY CABINETS-FIRE/RESCUE	1NLV-TCJN-CTGY		418.86	0.00	418.86			
			SUPPLIES-LIBRARY	1PML-MNL4-JTG4		142.49	0.00	142.49			
			OXYGEN SHOULDER BAGS-FIRE/RESC	1QN9-HKLR-XR7N		119.85	0.00	119.85			
			PLANNER-LIBRARY	1VPP-7NH3-LHNJ		16.99	0.00	16.99			
			LIGHT BAR-FIRE/RESCUE	1WF9-JN9N-CWGL		78.89	0.00	78.89			
			SUPPLIES-FIRE/RESCUE	1WNJ-MJM1-1DM1		168.42	0.00	168.42			
			UNIFORM SHIRTS-FIRE/RESCUE	1XRY-LPN9-W6XK		391.86	0.00	391.86			
			TV FOR STATION 60-FIRE/RESCUE	1YVX-Q7NV-393D		279.99	0.00	279.99			
143653	CHK	A	JOHNSON CONTROLS FIRE PROTECTI	6241	1	3,389.90	0.00	3,389.90	11/15/2023		34598
			Johnson Controls annual servic	23798288		3,389.90	0.00	3,389.90			
143654	CHK	A	MURRAY CHRYSLER SUPERSTORE	6242	1	296.80	0.00	296.80	11/15/2023		34598
			SENSOR PAR-FIRE/RESCUE	34024		296.80	0.00	296.80			
143655	CHK	A	NORTH AMERICA FIRE EQUIPMENT C	6261	1	50.00	0.00	50.00	11/15/2023		34598
			PATCH/LETTERS-FIRE/RESCUE	1238240		50.00	0.00	50.00			
143656	CHK	A	ONESOURCE, INC.	6272	1	211.50	0.00	211.50	11/15/2023		34598
			BACKGROUND CHECKS	20231031		211.50	0.00	211.50			
143657	CHK	A	WEX BANK	6306	1	1,824.66	0.00	1,824.66	11/15/2023		34598
			FIRE/RESCUE-FUEL-OCT 2023	92976061		1,824.66	0.00	1,824.66			
143658	CHK	A	BRADFORD COUNTY FIVE-CENT LOCA	6364	1	38,438.53	0.00	38,438.53	11/15/2023		34598
			5-CENT LOCAL OPTION-GAS TAX	NEWL01023		38,438.53	0.00	38,438.53			
143659	CHK	A	CHW PROFESSIONAL CONSULTANTS	6414	1	3,800.00	0.00	3,800.00	11/15/2023		34598
			PO#9002100-RESILIENT FL GRANT	2023005841		3,800.00	0.00	3,800.00			
143660	CHK	A	CHW PROFESSIONAL CONSULTANTS	6414	1	8,000.00	0.00	8,000.00	11/15/2023		34598
			CR 225 FROM SR 16 TO US 301	2023006131		8,000.00	0.00	8,000.00			
143661	CHK	A	THE HYDRAULIC SHOP, LLC	6452	1	85.45	0.00	85.45	11/15/2023		34598
			REPAIR PARTS-RD DEPT	36415		85.45	0.00	85.45			
143662	CHK	A	KICKIN' GRASS LAWN PROS, LLC	6472	1	600.00	0.00	600.00	11/15/2023		34598
			MOWING-TOWER-BROOKER	1070		600.00	0.00	600.00			

Bank Number: 1 / Name: CAPITAL CITY BANK / Description: CLEARING ACCOUNT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
143663	CHK	A	QUADIENT LEASING USA, INC. A#01033154 9/23-12/23 SOE LEAS	6481 Q1056658	1	426.27 426.27	0.00 0.00	426.27 426.27	11/15/2023		34598
143664	CHK	A	OVERDRIVE, INC. EBOOKS/AUDIOBOOKS-LIBRARY EBOOKS/AUDIOBOOKS-LIBRARY	6498 03052CO23380742 03052CO23405435	2	873.35 483.48 389.87	0.00 0.00 0.00	873.35 483.48 389.87	11/15/2023		34598
143665	CHK	A	AT&T MOBILITY A#287304929102-EMS JET PACKS	6772 28730492910211032023247.93	1	247.93 247.93	0.00 0.00	247.93 247.93	11/15/2023		34598
143666	CHK	A	INSPIRED TECHNOLOGIES Monthly Subscription for the O	6778 1397-2023	1	2,594.00 2,594.00	0.00 0.00	2,594.00 2,594.00	11/15/2023		34598
143667	CHK	A	KNAUFF FUNERAL HOMES INDIGENT CREMATION-F. HALL	6780 W-128	1	795.00 795.00	0.00 0.00	795.00 795.00	11/15/2023		34598
143668	CHK	A	CUMBERLAND GASKETS-FIRE/RESCUE PUMP FUEL-FIRE/RESCUE	6804 X202041973:01 X202050595:01	2	466.49 82.01 384.48	0.00 0.00 0.00	466.49 82.01 384.48	11/15/2023		34598
143669	CHK	A	SOUTHERN TIRE AND FLEET SERVIC Tires for front-line response	6808 708153	1	1,549.60 1,549.60	0.00 0.00	1,549.60 1,549.60	11/15/2023		34598
143670	CHK	A	K & S OUTDOOR DEVELOPMENT REMOVAL CHAIN LINK-AG EXT	6829 2585BC	1	400.00 400.00	0.00 0.00	400.00 400.00	11/15/2023		34598
143671	CHK	A	CARQUEST LOWPROFILEJACK-FIRE/RESCUE	6842 11118-386801	1	229.99 229.99	0.00 0.00	229.99 229.99	11/15/2023		34598
143672	CHK	A	ADVANCED TIRE SERVICE REPAIR PARTS-RD DEPT	6860 4012292	1	380.00 380.00	0.00 0.00	380.00 380.00	11/15/2023		34598
143673	CHK	A	SUNDAY ELASIK LOGO W/NAME-FIRE/RESCUE	6896 0180	1	72.00 72.00	0.00 0.00	72.00 72.00	11/15/2023		34598
143674	CHK	A	WW WHITEHURST LLC PAINTING-SW 106TH AVE-RD DEPT PAINTING NW 84TH AVE	6905 A-69 A-70	2	10,896.84 7,890.24 3,006.60	0.00 0.00 0.00	10,896.84 7,890.24 3,006.60	11/15/2023		34598
143675	CHK	A	WAYNES PAINTING, LLC PAINTING COURTHOUSE-MAINT	6907 2589BC	1	700.00 700.00	0.00 0.00	700.00 700.00	11/15/2023		34598
143676	CHK	A	LAURA GAPSKE SPECIAL MAG-ORD VIOL HEARINGS SPECIAL MAG-ORD VIOL HEARINGS	6917 2023-007 2023-008	2	3,750.00 2,500.00 1,250.00	0.00 0.00 0.00	3,750.00 2,500.00 1,250.00	11/15/2023		34598
143677	CHK	A	JONES WELDING & INDUSTRIAL SUP CYLINDER RENTAL-RD DEPT	6933 R00669156	1	6.82 6.82	0.00 0.00	6.82 6.82	11/15/2023		34598
143678	CHK	A	BUCHANAN INGERSOLL & ROONEY PC PO#9002134-OCTOBER RETAINER	6958 12266291	1	5,000.00 5,000.00	0.00 0.00	5,000.00 5,000.00	11/15/2023		34598
143679	CHK	A	CATALIS PUBLIC WORKS & CITIZEN GovOffice Website Hosting: Hos	6975 23045718	1	3,243.60 3,243.60	0.00 0.00	3,243.60 3,243.60	11/15/2023		34598

Bank Number: 4 / Name: CAPITAL CITY BANK / Description: TOURIST DEVELOPMENT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
10584	CHK	A	NORTH FL CHAMBER OF COMMERCE TOURIST DEV-NOV 2023	3822 11-2023	1	1,500.00 1,500.00	0.00 0.00	1,500.00 1,500.00	11/02/2023		34551
10585	CHK	A	THE ORIGNAL FLORIDA TOURISM TA FY23/24 COOP REG PROG FEE	5362 434	1	2,000.00 2,000.00	0.00 0.00	2,000.00 2,000.00	11/02/2023		34551
10586	CHK	A	DOWNTOWN MERCHANTS Bradford TDC Downtown Merchant	5982 2590BC	1	5,000.00 5,000.00	0.00 0.00	5,000.00 5,000.00	11/15/2023		34597

Bank Number: 6 / Name: CAPITAL CITY BANK / Description: EMS AWARDS GRANT FUND

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
138	CHK	A	ELAN FINANCIAL SERVICES	3614	1	8,886.44	0.00	8,886.44	11/14/2023		34588
			A#4798510064018548-BANK 6	102320238548-6		8,886.44	0.00	8,886.44			
139	CHK	A	UNIVERSITY OF MARYLAND	5958	1	150.00	0.00	150.00	11/15/2023		34596
			RETRO PO for OCTOBER 2023 Balt	BCEMSOCTOBER2023-02		150.00	0.00	150.00			
140	CHK	A	UNIVERSITY OF MARYLAND	5958	1	4,754.00	0.00	4,754.00	11/15/2023		34596
			RETRO PO for OCTOBER 2023 Balt	BCEMSOCTOBER2023-14		4,754.00	0.00	4,754.00			
141	CHK	A	BRADFORD COUNTY BOARD CLEARING	2454	1	1,439.46	0.00	1,439.46	11/21/2023	VOID	34609
			RECLASS BAL EMS AWARDS TO BD C	122168		1,439.46	0.00	1,439.46			
142	CHK	A	BRADFORD COUNTY BOARD CLEARING	2454	1	1,439.46	0.00	1,439.46	11/21/2023		34611
			RECLASS BAL EMS AWARDS TO BD C	122168		1,439.46	0.00	1,439.46			

Bank Number: 18 / Name: CAPITAL CITY BANK / Description: AMERICAN RESCUE PLAN ACT (ARPA) GRANT

Payment Number	Type	ID	Name	SRC	Num INV	Gross Amount	Discounts	Net Pay	Payment Date	HP Void	Batch
5	CHK	A	CONCERNED CITIZENS OF BRADFORD	171	1	4,050.15	0.00	4,050.15	11/01/2023	VOID	34550
			RJE ROOF PAUL STRESSING	23-403		4,050.15	0.00	4,050.15			

REGISTER TOTALS Checks: 207 Voids: 2 508 2,182,116.59 0.00 2,182,116.59

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM Funding Agreement for the Provision of Mental Health and Addiction Services with Meridian Behavioral Health Care, Inc., for the 2023-2024 Fiscal Year.

DEPARTMENT: County Manager

PURPOSE: Agreement for the distribution of appropriations funds as approved by the Board on August 1, 2023.

ASSOCIATED COST(S): \$83,018.25 BoCC Approved August 1, 2023

BUDGET LINE (G/L #): 001-90-559-82000-00

BOARD OF COUNTY COMMISSIONERS

BRADFORD COUNTY

**FUNDING AGREEMENT FOR THE PROVISION OF MENTAL HEALTH
AND ADDICTION SERVICES**

THIS AGREEMENT entered into this 5th day of December 2023. by and between the **Board of County Commissioners of Bradford County**, hereinafter referred to as the "Commission." and **Meridian Behavioral Healthcare, Inc.**, an independent contractor. hereinafter referred to as "MBH".

For and in consideration of the mutual undertaking and agreements hereinafter set forth, the Commission and MBH agree as follows:

1. The Commission Agrees:

A. To provide funds to MBH consistent with the requirements of Florida Statute (§394.76) for the provision of general mental health. and substance use services. including Baker Act services to the citizens of Bradford County in the amount of \$83,018.25. This sum is for the fiscal year beginning October 1, 2023, and ending September 30, 2024. and the Commission's allocation to operate the program and facilities for services for citizens of Bradford County.

B. To release such funds in the amount of \$6,918.16 for the first 11 months (to equal \$76,099.76), and then release \$6,918.49 in month 12.

2. MBH Agrees:

A. To provide mental health and substance use services, including Baker Act services to the citizens of Bradford County.

B. To provide services to any person and ensure that no service will be denied and/or delayed to any person because of race creed. color. national origin sex. age or ability to pay.

C. To ensure that all information regarding clients be safeguarded in accordance with 45 C.F.R. § 205.50. 42 C.F.R..

D. To comply with the provisions contained in the Civil Rights certificate.

E. To provide. monitor, evaluate. and audit all programs funded under the terms of this agreement according to Federal and C&F guidelines rules, regulations, instructions, and the approved C&F Plan.

F. Any funds expended in violation of this agreement or in violation of appropriate Federal and State requirements, or any funds claimed by MBH which are determined by the Commission to be in violation of appropriate departmental or federal guidelines shall be refunded

in full to the Commission or if this agreement is still in force, shall be withheld by the Commission from any subsequent compensation request.

G. To retain all fiscal and client books, records, or other documents relative to this agreement for seven (7) years after final payments or until audit or resolution or audit findings by county auditors.

H. To provide an opportunity for recipients of services to present their views about the service program and also establish a system through which clients may present reasonable grievances about the delivery of services under this agreement. Such system shall include provision for fair hearing.

I. To negotiate sub-agreements and be responsible for the execution or sub-agreements pursuant to this agreement. Such sub-agreements may be reviewed by the Commission and if they are found not to be in compliance with the provisions of this agreement, they shall be subject to revision by MBH, or funds may be withheld by the Commission.

3. MBH and the Commission Mutually Agree:

A. This agreement shall begin on October 1, 2023, 12:01 a.m. and end on September 30, 2024, at midnight.

B. This agreement, or any part of this agreement may be terminated with or without cause, by either party, at any time, upon no less than thirty (30) days' notice in writing to the other party. Said notice shall be delivered by certified mail, telegram or in person.

C. Any alterations, variation, modification and/or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed by all parties to the agreement, and attached to the original agreement.

D. This agreement contains all terms and conditions agreed upon by the parties. No other agreements, oral or otherwise regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

12-5-2023

Attest Date

Carolyn Spooner Date
Chairperson
Bradford County Board of County Commissioners

Attest Date

Donald P. Savoie Date
President
Meridian Behavioral Healthcare Inc.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING AN AMENDMENT TO A STATE FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION FOR ROAD CONSTRUCTION OF NORTHWEST 53RD AVENUE / NORTHWEST 219TH STREET / NORTHWEST 42ND AVENUE FROM COUNTY ROAD 225 TO NORTHWEST COUNTY ROAD 225; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: Public Works

PURPOSE: Approval of a Resolution adopting the FDOT Supplemental Agreement to extend the completion of construction by one year to December 31, 2024, and the contract expiration date by one and a half years to June 30, 2025.

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING AN AMENDMENT TO A STATE FUNDED GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE DESIGN, CONSTRUCTION, AND CONSTRUCTION ENGINEERING AND INSPECTION FOR ROAD CONSTRUCTION OF NORTHWEST 53RD AVENUE / NORTHWEST 219TH STREET / NORTHWEST 42ND AVENUE FROM COUNTY ROAD 225 TO NORTHWEST COUNTY ROAD 225; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation (FDOT) administers the Small County Outreach Program (SCOP) to provide resources for making improvements to roadways in small fiscally constrained counties; and

WHEREAS, FDOT authorized a SCOP project in Bradford County for the design, construction, and construction engineering and inspection for road construction of Northwest 53rd Avenue / Northwest 219th Street / Northwest 42nd Avenue from County Road 225 to Northwest County Road 225 (SCOP Project) and assigned said project Financial Project ID 436451-1-54-01; and

WHEREAS, pursuant to Bradford County Resolution 2019-50, Bradford County entered into an agreement with FDOT on September 19, 2019 with an initial construction completion deadline of December 31, 2023, for this SCOP Project; and

WHEREAS, a delay in obtaining necessary certifications and permits caused a subsequent delay in beginning construction; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that such a project will provide a significant benefit to Bradford County; and

WHEREAS, in order to continue to participate in the SCOP Project, Bradford County must enter into an amended agreement with FDOT for the purpose of the same.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The above recitals are all true and accurate and are hereby incorporated in this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of approving entry into a supplemental agreement with the Florida Department of Transportation for participation in a Small County Outreach Program project for the design, construction, and construction engineering and inspection for road construction of Northwest 53rd Avenue / Northwest 219th Street / Northwest 42nd Avenue from County Road 225 to Northwest County Road 225 and is adopted pursuant to the authority granted by Chapter 125, Florida Statutes.

Section 3. Approval of Amendment with Florida Department of Transportation.

- A. The Board of County Commissioners of Bradford County, Florida specifically approves entry into a supplemental agreement with the State of Florida, Department of Transportation, a copy of which is attached hereto as Exhibit “A” and incorporated herein, for participation in a Small County Outreach Program project for the new road construction of Northwest 53rd Avenue / Northwest 219th Street / Northwest 42nd Avenue from County Road 225 to Northwest County Road 225 (Financial Project ID 436451-1-54-01) in Bradford County, Florida.

- B. The Board of County Commissioners of Bradford County, Florida, authorizes its Chair to execute any documents necessary to effectuate entry into agreement.

Section 4. Direction to Staff.

The Board of County Commissioners of Bradford County, Florida, directs staff as follows:

- A. Staff is directed to provide for the preparation and execution of the supplemental agreement with the State of Florida, Department of Transportation, more particularly described in Section 3.A. above; and
- B. Staff is directed further to transmit the original and any necessary copies of said supplemental agreement to the State of Florida, Department of Transportation at its offices in Lake City, Florida; and
- C. Staff is directed further to transmit a copy of this resolution to the Florida Department of Transportation at its offices in Lake City, Florida.
- D. Staff is directed further to take all necessary steps to effectuate the direction of the Board of County Commissioners.

Section 5. Effective Date.

This Resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

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 5th Day of December 2023.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its
Chairwoman

ATTEST:

By: DENNY THOMPSON, its
Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: RICH KOMANDO, County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

SUPPLEMENTAL NO.

2

CONTRACT NO.

G1F09

FPN

436451-1-54-01

Recipient: Bradford County

This Supplemental Agreement ("Supplemental"), dated 12-05-2023 arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on 10-02-2019 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Completion of construction to be extended by one year - December 31, 2024

Contract expiration date extended by one and a half years - June 30, 2025

Reason for this Supplemental and supporting engineering and/or cost analysis:

Unable to begin construction in a timely manner due to delay obtaining needed certifications and permits.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:

Bradford County

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: Carolyn Spooner

Title: Chair

By: _____

Name: Greg Evans

Title: District Secretary

Legal Review:

MEMORANDUM

NW 53rd Ave, etc. – Bradford County - SCOP
436451-1/G1F09



To: Amanda Dicks, FDOT Local Programs Coordinator/Grants Manager
From: Cody Cash, PE, CHW Project Manager
Date: 10/4/2023
RE: Supplemental Agreement Request Letter

To whom it may concern,

The permitting process for the NW 53rd Ave / NW 219th St / NW 42nd Ave from CR 225 to NW CR 225 project was lengthy due to staffing changes and discussions about mitigating impacts.

Initially, there was discussion about the need for mitigation compared to impacts. Our environmental sub-consultant argued that mitigation was not needed because the impacts were temporary. Both agencies did not agree with that statement and mitigation was determined to be required after the final environmental report was submitted on 7/6/22. After this date, the discussion revolved around what type of mitigation credits to buy and how much was required based on the UMAM. Below is the total permitting timeline for the project.

7/16/21	Initial Permit Application submitted to SRWMD, then forwarded to FDEP
8/31/21	SRWMD - RAI 1 Issued
8/31/21	FDEP - RAI 1 Issued
9/24/21	FDEP - RAI 1 Responses submitted
10/21/21	SRWMD/FDEP - Project site visit
11/16/21	SRWMD - RAI 1 Responses submitted
11/16/21	FDEP - RAI 1 Additional Responses submitted (site visit questions)
2/8/22	SRWMD - RAI 1 Final Responses submitted
3/10/22	SRWMD - RAI 2 Issued
4/1/22	FDEP - RAI 2 Issued
7/6/22	SRWMD - RAI 2 Responses submitted
7/6/22	FDEP - RAI 2 Responses submitted (Final Environmental Report)
8/5/22	SRWMD - RAI 3 Issued
10/5/22	SRWMD/FDEP – UMAM Summary submitted
10/31/22	SRWMD/FDEP – Final UMAM concurrence
11/1/22	FDEP – Mitigation Credit Approval Request letter submitted
3/14/23	FDEP – Mitigation Credit Approval
5/1/23	SRWMD - RAI 3 Responses submitted
5/1/23	FDEP – Mitigation Credit Reservation letter sent
6/2/23	SRWMD - Permit Issued
6/21/23	FDEP - Updated Environmental Impact Plan Set submitted
6/27/23	FDEP - Final information submitted
7/19/23	FDEP – 30-day Public Notice published
9/11/23	FDEP - Permit Issued

Due to the severe deviation from subject project agreement contract deadlines, construction is not anticipated to be completed by 12/31/2023. Bradford County would like to request a Supplemental Agreement that extend contracted dates to match the following:

- a) Construction contract to be let by December 31, 2023
- b) Construction to be completed by December 31, 2026

The proposed extension dates match the allotted construction duration of three (3) years, as shown in the original agreement.

Sincerely,

A handwritten signature in blue ink, consisting of several fluid, overlapping strokes that are difficult to decipher as specific letters.

Project Manager
CHW Professional Consultants
(850)510-1723

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5th, 2023

AGENDA ITEM Bradford Public Library Computer and Software Upgrades

DEPARTMENT: Library / IT Department

PURPOSE: To replace old and failing computers and replace out-of-date Microsoft Office software.

ASSOCIATED COST(S): \$26,568.84 Sole Source - State Contract Pricing

BUDGET LINE (G/L #): 001-08-516-64000-00



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000169356262.1	Sales Rep	Katie Burgett
Total	\$26,568.84	Phone	(800) 456-3355, 6179176
Customer #	2858136	Email	Katie_Burgett@Dell.com
Quoted On	Nov. 30, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 30, 2023		BRADFORD COUNTY
Contract Name	Dell NASPO Computer		PO DRAWER B
Contract Code	Equipment PA - Florida		945 N TEMPLE AVE
Customer Agreement #	C000000010853		STARKE, FL 32091-2110
	MNWNC-108 / 43211500-		
	WSCA-15-ACS		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Katie Burgett

Additional Comments

DELL BUSINESS CREDIT: ^ If your purchase qualifies for a promotional offer, the promotion will automatically be applied to this quote and will be reflected in your monthly statement. NO INTEREST IF PAID IN FULL WITHIN 90 DAYS: Available at time of purchase on (1) qualifying XPS, Latitude, OptiPlex, Precision, Vostro, Inspiron, G-Series, Alienware \$699 or more, (2) Dell monitors \$199 or more and (3) PowerEdge, PowerVault and Dell Networking, when using Dell Business Credit on November 28, 2022 through December 8, 2022. Minimum purchase amount may be required. Minimum monthly payments are required but may not pay your purchase in full by the end of the promotional period due to purchase amount, promotion length, additional purchases or allocation of payments in excess of the minimum payment. Promotional offer is valid only when account remains in good standing. Accrued Finance Charges will be billed from the transaction posting date, if the purchase balance is not paid in full within 90 days. RESTRICTIONS: Assumes product is available. Any promotional offer is limited-time and intended for qualified customers. Offers, including those at Dell.com may vary, are subject to credit approval and may be changed without notice. PROMOTION DOES NOT INCLUDE printer cables, toner, warranty or any peripheral items. Refurbished and/or used purchases do not qualify for promotions. Promotional financing is made available to Dell Direct customers only and is not combinable with other Dell, DFS or other vendor offers.

Shipping Group

Shipping To

IT DEPT
BRADFORD COUNTY
945 N TEMPLE AVE
STARKE, FL 32091-2110
(904) 966-6166

Shipping Method

Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	\$1,034.26	8	\$8,274.08
Download Microsoft Office Professional 2021 Win All Languages Online Product Key License 1 License	\$415.79	44	\$18,294.76

Subtotal:	\$26,568.84
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$26,568.84
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: **\$26,568.84**

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technology on day one

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Shipping Group Details

Shipping To

IT DEPT
BRADFORD COUNTY
945 N TEMPLE AVE
STARKE, FL 32091-2110
(904) 966-6166

Shipping Method

Standard Delivery Free Cost

OptiPlex Small Form Factor (Plus 7010)

Estimated delivery if purchased today:

Dec. 06, 2023

Contract # C000000010853

Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

		Unit Price	Quantity	Subtotal
		\$1,034.26	8	\$8,274.08
Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7010)	210-BFXD	-	8	-
13th Gen Intel Core i5-13500 (6+8 Cores/24MB/20T/2.5GHz to 4.8GHz/65W)	338-CHBS	-	8	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	8	-
No Microsoft Office License Included - 30 day Trial Offer Only	658-BCSB	-	8	-
16GB (2X8GB) DDR5 Non-ECC Memory	370-AGWQ	-	8	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	8	-
M.2 22x30 Thermal Pad	412-AAQT	-	8	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	8	-
NO RAID	817-BBBN	-	8	-
Intel Integrated Graphics	490-BBFG	-	8	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BHPM	-	8	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	8	-
DVD+/-RW Bezel	325-BDSH	-	8	-
8x DVD+/-RW 9.5mm Slimline Optical Disk Drive	429-ABFH	-	8	-
CMS Essentials DVD no Media	658-BBTV	-	8	-
No Media Card Reader	379-BBHM	-	8	-
No Additional Video Ports	492-BCKH	-	8	-
Dell KB522 Business Multimedia Keyboard (US)	580-AFWH	-	8	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	8	-
No Cover Selected	325-BCZQ	-	8	-
Dell Additional Software	658-BFPY	-	8	-
ENERGY STAR Qualified	387-BBLW	-	8	-
Dell Watchdog Timer	379-BEZG	-	8	-
Quick Start Guide, OptiPlex SFF Plus	340-DDFN	-	8	-
Print on Demand Label	389-BDQH	-	8	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	8	-
Shipping Material	340-CQYR	-	8	-
Shipping Label	389-BBUU	-	8	-
Regulatory Label for OptiPlex SFF Plus 260/300W, FSJ	389-FBFZ	-	8	-

No Hard Drive Bracket, Dell OptiPlex	575-BBKX	-	8	-
SW Driver, Intel Rapid Storage Technology, OptiPlex Small Form	658-BFQF	-	8	-
Intel Core i5 vPro Enterprise Processor Label	389-EDDQ	-	8	-
Desktop BTS/BTP Shipment	800-BBIP	-	8	-
No Additional Add In Cards	382-BBHX	-	8	-
Fixed Hardware Configuration	998-FZPX	-	8	-
Internal Speaker	520-AARD	-	8	-
Intel vPro Enterprise	631-BBKK	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	8	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	8	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	8	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	8	-
		Unit Price	Quantity	Subtotal

**Download Microsoft Office Professional 2021 Win All Languages
Online Product Key License 1 License**

Estimated delivery if purchased today:
Dec. 08, 2023
Contract # C000000010853
Customer Agreement # MNWNC-108 / 43211500-WSCA-15-ACS

Unit Price **Quantity** **Subtotal**
\$415.79 44 \$18,294.76

Description	SKU	Unit Price	Quantity	Subtotal
Download Microsoft Office Professional 2021 Win All Languages Online Product Key License 1 License	AB792154	-	44	-

Subtotal: \$26,568.84
Shipping: \$0.00
Environmental Fee: \$0.00
Estimated Tax: \$0.00

Total: \$26,568.84

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM INTERLOCAL AGREEMENT REGARDING THE FLORIDA DEPARTMENT OF TRANSPORTATION LOCAL AGENCY PROGRAM (LAP) FUNDING FOR THE PROJECT MANAGEMENT FOR THE DESIGN OF SIDEWALKS ON PARK STREET AND ADAMS STREET IN THE CITY OF LAWTEY AND BRADFORD COUNTY, FLORIDA

DEPARTMENT: Public Works

PURPOSE: Approval of an interlocal agreement with the City of Lawtey, Florida, for the administration of an FDOT Design-Only LAP project within the City limits. The City of Lawtey is not LAP certified so the County will accept the funding and administration of the project from FDOT on their behalf.

ASSOCIATED COST(S):

BUDGET LINE (G/L #):

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA
AND
CITY OF LAWTEY, FLORIDA

INTERLOCAL AGREEMENT REGARDING THE FLORIDA DEPARTMENT
OF TRANSPORTATION LOCAL AGENCY PROGRAM (LAP) FUNDING FOR
THE PROJECT MANAGEMENT FOR THE DESIGN OF SIDEWALKS ON
PARK STREET AND ADAMS STREET IN THE CITY OF LAWTEY AND
BRADFORD COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of December 2023, by and between the BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 945 N. Temple Ave, Starke, Florida 32091 (hereinafter referred to as the “County”) and the CITY OF LAWTEY, FLORIDA, a municipal corporation, whose address is Post Office Drawer G, Lawtey, Florida 32058 (hereinafter referred to as the “City”) for the purpose of providing transportation services to the residents of Bradford County.

WITNESSETH:

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the City of Lawtey, Florida pursuant to Chapters 163.01 et seq. *Florida Statutes* to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible to provide services to their citizenry; and

WHEREAS, the Local Agency Program (LAP) was created within the Florida Department of Transportation (FDOT) to provide funds to constructing capacity or safety improvements to county roads; and

WHEREAS, the City has applied for and was awarded LAP funding to construct a sidewalk at Park Street and Adams Street in Lawtey, Florida; and

WHEREAS, the County, with the continued support from the City, is prepared to accept funding and become the lead facilitator and administrator of the LAP projects; and

WHEREAS, the City and the County are in agreement with the performance and completion of the work on Park Street and Adams Street pursuant to the LAP program.

NOW THEREFORE, for and in consideration of the mutual promises, agreements, and benefits contained herein, the sufficiency of which is specifically acknowledged by the parties hereto,

the Board of County Commissioners of Bradford County, Florida and the City of Lawtey, Florida hereby agree as follows:

Section 1. Adoption and Incorporation of Recitals

The recitals outlined above and herein are hereby adopted by the County and the City and are specifically incorporated herein as part of this interlocal agreement.

Section 2. Purpose and Authority for Agreement

This agreement is entered into for the purpose of acknowledging the mechanisms whereby the Count will accept and utilize LAP funding for the design of improvements located in the city limits of the City and entered into pursuant to the authority granted by Chapter 163.01 et seq. *Florida Statutes*.

Section 3. Project Site and Ownership

Proposed projects will be located within the municipal limits of the City. The City will retain ownership after completion of the project.

Section 4. Maintenance Functions

Upon completion of the construction of the project, the City will provide and fund regular maintenance and upkeep of the completed improvements.

Section 5. Term and Termination of Interlocal Agreement

- A. This Interlocal Agreement shall commence on the date of execution of the last Party to this agreement and shall continue until cancelled by either the City or the County.
- B. This Interlocal Agreement may be terminated by either the City or the County, without cause, and for any reason, upon ninety (90) days written notice provided to the other Party. However, if terminated by the City, all costs associated with appropriate services performed under the FDOT LAP Agreement through the date of termination shall be the responsibility of the City. And if such costs are no longer eligible for reimbursement under said FDOT LAP Agreement by reason of the termination of the project by the City shall be solely borne by the City and payable to either the County or FDOT as the case may be.

(Remainder of this Page Intentionally Blank)

Section 6. Representatives of the Parties and Notice to the Parties

- A. All Notices required or permitted to be given hereunder shall be in writing and shall be deemed given if delivered in person, by fax, by overnight delivery service, or by certified or registered mail to the other party's authorized representatives.
- B. The City and the County hereby designate the following as their authorized representatives responsible for the implementation of this Interlocal Agreement, including the establishment of specific procedures and processes to facilitate that purpose and intent:

- a. Bradford County:

Scott Kornegay, County Manager
945 N Temple Ave
Starke, Florida 32091; and

- b. City of Lawtey:

Lisa Harley, City Clerk
PO Drawer G
Lawtey, Florida 32058

Section 7. Amendments to Interlocal Agreement

This Interlocal Agreement may not be amended or otherwise modified unless such amendments or modifications are in the form of a written amendment executed by both the City and the County.

Section 8. Allocation of Liability

- A. The Parties, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party.
- B. The City, as a Florida municipal corporation and pursuant to Section 768.28, *Florida Statutes*, agrees to be fully responsible for its negligent acts or omissions or tortious act which result in claims or suits against the County and agrees to be fully liable for any damages proximately caused by said acts or omissions.
- C. The County, as a political subdivision of the State of Florida and pursuant to Section 768.28, *Florida Statutes*, agrees to be fully responsible for its negligent acts or omissions or tortious acts which result in claims or suits against the City and agrees to be fully liable for any damages proximately caused by said acts or omissions.
- D. Nothing herein is intended to, nor shall it serve as a waiver or sovereign immunity by either the City or the County.
- E. Nothing herein shall be construed to create any indemnification by one party of another and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Interlocal Agreement.

Section 9. Applicable Law for Interlocal Agreement

This Interlocal Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. The parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of Bradford County, Florida, and therefore, each party to this interlocal agreement hereby waives the right to any change of venue.

Section 10. Entirety of Interlocal Agreement

This Interlocal Agreement sets forth the entire agreement between the City and the County and that there are no promises or understandings other than those stated herein.

Section 11. Execution of Interlocal Agreement

This Interlocal Agreement shall be executed in triplicate, with each fully executed copy treated as an original.

Section 12. Effective Date of Interlocal Agreement

This Interlocal Agreement shall become effective upon filing fully executed copies with the Clerk of the Circuit Court of Bradford County, Florida. In addition, a copy of the executed Interlocal Agreement shall be provided to the Florida Department of Transportation.

(Remainder of this Page Intentionally Blank)

IN WITNESS WHEREOF, THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA has made and executed this Interlocal Agreement on the respective date indicated below; signed by and through its authorized Chairman.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

BY: CAROLYN SPOONER, as its Chairman

ATTEST:

BY: DENNY THOMPSON, as Clerk to the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: RICH KOMANDO, as County Attorney

IN FURTHER WITNESS WHEREOF, THE CITY OF LAWTEY, FLORIDA has made and executed this Interlocal Agreement on the respective date indicated below; signed by and through its authorized Mayor.

CITY OF LAWTEY, FLORIDA

BY: JIMMIE SCOTT, as its Mayor

ATTEST:

BY: LISA HARLEY, as City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: AARON DUKES, as City Attorney

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAWTEY AND BRADFORD COUNTY FOR PROJECT MANAGEMENT OF DESIGN AND CONSTRUCTION OF SIDEWALKS ON PARK STREET AND ADAMS STREET IN THE CITY OF LAWTEY, FLORIDA.

DEPARTMENT: Public Works

PURPOSE: Approval of a resolution approving the interlocal agreement between Bradford County and the City of Lawtey for the FDOT LAP Design project for Adams and Park Street.

RESOLUTION _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAWTEY AND BRADFORD COUNTY FOR PROJECT MANAGEMENT OF DESIGN AND CONSTRUCTION OF SIDEWALKS ON PARK STREET AND ADAMS STREET IN THE CITY OF LAWTEY, FLORIDA.

WHEREAS, the Bradford County Board of County Commissioners has the authority to enter an Interlocal Agreement with the City of Lawtey, Florida; and

WHEREAS, the Bradford County Board of County Commissioners believes it is in the best interest of Bradford County, Florida to enter an Interlocal Agreement concerning the design and project management of construction of sidewalks on Park Street and Adams Street in the City of Lawtey, Florida.

NOW THEREFORE be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals

The above recitals are all true and accurate and are hereby incorporated in this resolution.

Section 2. Approval of Interlocal Agreement

The Board of Commissioners of Bradford County, Florida approves of the Interlocal Agreement between Bradford County, Florida and the City of Lawtey, Florida relating to the project management of design and construction of sidewalks on Park Street and Adams Street in the City of Lawtey, Florida.

Section 3. Severability

All resolutions or portions of resolutions in conflict with this resolution are hereby repealed to the extent of such conflict.

Section 4. Effective Date of Resolution

This resolution shall be effective immediately upon its adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this 5th Day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its
Chairwoman

ATTEST:

By: DENNY THOMPSON, its
Clerk

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN PROJECT 445570-1-38-02; DESIGNATING THE AUTHORITY TO SIGN AND EXECUTE SAID AGREEMENT; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

DEPARTMENT: Public Works

PURPOSE: Approval of FDOT Local Agency Program Agreement for the “Design of safety improvements on Park Street from Lake Street to Adams Street and on Adams Street from Park Street to the Community Center entrance...” Interlocal Project with the City of Lawtey

ASSOCIATED COST(S): \$1,404.00 Grant Funded

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR DESIGN PROJECT 445570-1-38-02; DESIGNATING THE AUTHORITY TO SIGN AND EXECUTE SAID AGREEMENT; PROVIDING DIRECTION TO STAFF; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Department of Transportation has developed a Local Agency Program through which local governments may obtain funding for certain roadway and/or sidewalk improvement projects; and

WHEREAS, the City of Lawtey, Florida applied for, and was granted funding through the State of Florida, Department of Transportation's Local Agency Program; and

WHEREAS, the City of Lawtey has not been certified by the State of Florida, Department of Transportation as an agency eligible to receive funding from the Local Agency Program for said projects; and

WHEREAS, Bradford County has been certified by the State of Florida, Department of Transportation as an agency eligible to receive funding from the Local Agency Program for said projects; and

WHEREAS, Bradford County has entered an Interlocal Agreement with the City of Lawtey, Florida for project management and design and construction of sidewalks on Park Street and Adams Street in the City of Lawtey, Florida; said agreement being attached to this resolution as Attachment B; and

WHEREAS, the Interlocal Agreement with the City of Lawtey, Florida was adopted by Resolution;
and

WHEREAS, Bradford County, in agreement with the City of Lawtey, has been awarded funding by the State of Florida, Department of Transportation through said Local Agency Program for the design of safety improvements on Park Street from Lake Street to Adams Street and on Adams Street from Park Street to the Community Center entrance within the City of Lawtey, Florida; and

WHEREAS, the estimated cost for the design component of the project is \$1,404.00; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida and the State of Florida, Department of Transportation desire to enter into a *Local Agency Program Agreement*, said agreement being attached to this resolution and being made a part hereof by reference as follows;
and

WHEREAS, the Board of County Commissioners of Bradford County, Florida finds that entry into said *Local Agency Program Agreement* with the State of Florida, Department of Transportation for the design of safety improvements on Park Street from Lake Street to Adams Street and on Adams Street from Park Street to the Community Center entrance within the City of Lawtey is in the best interest of Bradford County and its citizens.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the above-outlined recitals and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority for Resolution.

This resolution is adopted for the purpose of authorizing execution of a *Local Agency Program Agreement* with the State of Florida, Department of Transportation and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Authorization for Execution of Agreement.

The Board of County Commissioners of Bradford County, Florida authorizes execution of the *Local Agency Program Agreement* with the State of Florida, Department of Transportation, which is attached hereto as Exhibit 1 and incorporated herein by reference.

Section 4. Designation of Signatory for Closing Statements/Documents.

The Chairman and/or Vice Chairman of the Board of County Commissioners of Bradford County, Florida are designated as the signatories for the *Local Agency Program Agreement* attached hereto as Exhibit 1.

Section 5. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

The Remainder of this Page Intentionally Blank

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford
County, Florida, with a quorum present and voting, this 5th Day of December 2023.

BOARD OF COUNTY COMMISSIONERS
OF BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, as its
Chairwoman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

APPROVED AS TO FORM AND LEGAS SUFFICIENCY:

By: RICH KOMANDO, as
County Attorney

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

FPN: <u>445570-1-38-02</u>	FPN: _____	FPN: _____
Federal No (FAIN): <u>D223-093-B</u>	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ST2T</u>	Fund: _____	Fund: _____
Org Code: <u>55023010248</u>	Org Code: _____	Org Code: _____
FLAIR Approp: _____	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: _____	FLAIR Obj: _____	FLAIR Obj: _____
County No: <u>28</u>	Contract No: _____	
Recipient Vendor No: <u>F596000519035</u>	Recipient Unique Entity ID SAM No: <u>NXDVAUASD744</u>	

Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is entered into on _____, by and between the State of Florida Department of Transportation, an agency (This date to be entered by DOT only) of the State of Florida ("Department"), and Bradford County ("Recipient").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 339.12, Florida Statutes. The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in The Design of safety improvements on Park Street from Lake Street to Adams Street and on Adams Street from Park Street to the Community Center entrance, as further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Recipient agrees to complete the Project on or before June 30, 2025. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
 - a. The estimated cost of the Project is \$ 1,404.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,404.00 and as more fully described in **Exhibit "B"**. This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation. The Department's participation may be increased or reduced upon determination of the actual bid amounts of the Project by the mutual execution of an amendment. The Recipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.
 - c. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
- ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
- iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. Requisitions and Payments

- a. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- b. Invoices shall be submitted by the Recipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- c. The Recipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Recipient or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.
- f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
 If this box is selected, advance payment is authorized for this Agreement and **Exhibit "H"**, Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g.** Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to **Section 55.03(1), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to an Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

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

- h.** The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i.** Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Recipient and approved by the Department. The Recipient shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Recipient. The Recipient acknowledges and agrees that funding for this project may be reduced upon determination of the Recipient's contract award amount.
- j.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k.** The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

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"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."

6. Department Payment Obligations:

Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Recipient pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

- a. The Recipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Recipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;
- c. The Recipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 14.f.; or
- e. The Recipient has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's **Local Agency Program Manual** (FDOT Topic No. 525-010-300), which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

- a. A full time employee of the Recipient, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:
 - i. Administers inherently governmental project activities, including those dealing with cost, time,

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- adherence to contract requirements, construction quality and scope of Federal-aid projects;
- ii. Maintains familiarity of day to day Project operations, including Project safety issues;
 - iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
 - iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;
 - v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;
 - vii. Is aware of the qualifications, assignments and on-the-job performance of the Recipient and consultant staff at all stages of the Project.
- b. Once the Department issues the NTP for the Project, the Recipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the day the NTP is issued. If the Recipient fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the FHWA removing any unbilled funding or the loss of state appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Recipient will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Recipient waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of state appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Recipient for future LAP Projects. No cost may be incurred under this Agreement until after the Recipient has received a written NTP from the Department. The Recipient agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Recipient is not able to meet the scheduled advertisement, the Department District LAP Administrator should be notified as soon as possible.
- c. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Recipient, and the Project is off the State Highway System, then the Department will have to request repayment for the previously billed amounts from the Recipient. No state funds can be used on off-system projects, unless authorized pursuant to **Exhibit "I"**, State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.
- d. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Recipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Recipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- e. The Recipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Recipient to provide the necessary funds for completion of the Project.
- f. The Recipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Recipient shall make such submissions using Department-designated information systems.
- g. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and state laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount

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claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Recipient in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Recipient shall promptly reimburse the Department for all such amounts within 90 days of written notice.

- h. For any project requiring additional right-of-way, the Recipient must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports:

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (“CFO”), or State of Florida Auditor General.
- b. The Recipient, a non-federal entity as defined by 2 CFR Part 200, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Recipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Recipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Recipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Recipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.

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- iii. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Recipient is exempt from federal audit requirements for that fiscal year. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Recipient's resources obtained from other than federal entities).
- iv. The Recipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Recipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Recipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
 - 5. Withhold further federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this federal award, the Recipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

9. Termination or Suspension of Project:

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The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. If the Department intends to terminate the Agreement, the Department shall notify the Recipient of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
- d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the Public Records provisions of Chapter 119, Florida Statutes.

10. Contracts of the Recipient:

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Recipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Recipient shall comply with, and require its consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Recipient shall comply with the provisions in the FHWA-1273 form as set forth in **Exhibit "G"**, FHWA 1273 attached to and incorporated in this Agreement. The Recipient shall include FHWA-1273 in all contracts with contractors performing work on the Project.
- d. The Recipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Recipient. If lane or road closures are required by the LA to ensure the life, health, and safety of the travelling public, the LA must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of LAP project structures components must be

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proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in LAP project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The LA shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation:

It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Recipient and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Recipient and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws:

The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Recipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations:

Recipients are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Recipient's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Recipient no more than 30 days after final acceptance.

- a. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Recipient failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, with minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Recipient developed the Project in accordance with applicable federal and state regulations, standards and procedures, and the Department did not have to exceed the minimum oversight and monitoring requirements identified for the project.
- b. The District will determine which functions can be further delegated to Recipients that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions:

During the performance of this Agreement, the Recipient agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

- a. The Recipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Recipient pursuant thereto. The Recipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts

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with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

- b. The Recipient will comply with all the requirements as imposed by the ADA, the regulations of the Federal Government issued thereunder, and assurance by the Recipient pursuant thereto.
- c. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- d. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.
- e. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- f. Neither the Recipient nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Recipient or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Recipient, the Recipient, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Recipient or the locality relating to such contract, subcontract or arrangement. The Recipient shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Recipient or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Recipient and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

- g. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

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- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$200,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Recipient shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Recipient shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the state funding provided under this

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

17. Miscellaneous Provisions:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- e. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Recipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Recipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Recipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Recipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Recipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Recipient's facility, adequate title is in the Recipient's name, and the Project is accepted by the Recipient as suitable for the intended purpose.
- j. The Recipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Recipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Recipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Recipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

- k. The Recipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- l. The Recipient shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Recipient and FHWA requires reimbursement of the funds, the Recipient will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.
- m. The Recipient shall:
 - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Recipient during the term of the contract; and
 - ii. expressly require any contractor and 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.
- n. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- o. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.
- p. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

18. Exhibits:

- a. Exhibits "A", "B", "C", "D", "E" and "F" are attached to and incorporated into this Agreement.
- b. If this Project includes Phase 58 (construction) activities, then **Exhibit "G"**, FHWA FORM 1273, is attached and incorporated into this Agreement.
- c. Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- d. State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- e. This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- f. This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- g. This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.
- h. This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- i. A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- j. The following Exhibit(s) are attached and incorporated into this Agreement: _____

k. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Recipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

* Exhibit G: FHWA Form 1273

* Exhibit H: Alternative Advance Payment Financial Provisions

* Exhibit I: State Funds Addendum

* Exhibit J: State Financial Assistance (Florida Single Audit Act)

* Exhibit K: Advance Project Reimbursement

* Exhibit L: Landscape Maintenance

* Exhibit M: Roadway Lighting Maintenance

* Exhibit N: Traffic Signal Maintenance

* Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

* Additional Exhibit(s):

*** Indicates that the Exhibit is only attached and incorporated if applicable box is selected.**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

RECIPIENT Bradford County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Greg Evans
Title: District Two Secretary

Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 445570-1-38-02

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Bradford County (the Recipient)

PROJECT LOCATION:

- The project is on the National Highway System.
- The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS:

PROJECT DESCRIPTION: The design of the pedestrian safety improvement on Park St from Lake St. to Adams St and on Adams St. from Park St. to E. of Pine St. in Bradford County.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed by June 30, 2025

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Local Agency shall provide written justification for any time extension outlining reasons for all unforeseen project delay circumstances for Department review and approval. Time extensions will be granted at the Department's sole discretion and only for circumstances beyond the Agency's control.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Bradford County PO Drawer B Starke, FL 32091	FINANCIAL PROJECT NUMBER: 445570-1-38-02
--	---

PHASE OF WORK By Fiscal Year	MAXIMUM PARTICIPATION			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Design- Phase 38 FY: 2024 (Safe Routes To School) FY: (Insert Program Name) FY: (Insert Program Name)	\$ 1,404.00 \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ 1,404.00 \$ _____ \$ _____
Total Design Cost	\$ 1,404.00	\$ 0.00	\$ 0.00	\$ 1,404.00
Right-of-Way- Phase 48 FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
Total Right-of-Way Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction- Phase 58 FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
Total Construction Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Construction Engineering and Inspection (CEI)- Phase 68 FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
Total CEI Cost	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
(Insert Phase) FY: (Insert Program Name) FY: (Insert Program Name) FY: (Insert Program Name)	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
Total Phase Costs	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL COST OF THE PROJECT	\$ 1,404.00	\$ 0.00	\$ 0.00	\$ 1,404.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
 I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Dicks
 District Grant Manager Name

 Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT C****TITLE VI ASSURANCES**

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

- (1.) Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") *Title 49, Code of Federal Regulations, Part 21*, as they may be amended from time to time, (hereinafter referred to as the **REGULATIONS**), which are herein incorporated by reference and made a part of this contract.
- (2.) Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by **Section 21.5** of the **REGULATIONS**, including employment practices when the contract covers a program set forth in **Appendix B** of the **REGULATIONS**.
- (3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) Information and Reports:** The contractor shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

- a. withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, or *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

EXHIBIT E

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.: 20.205
CFDA Title: Highway Planning and Construction
 Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site: https://beta.sam.gov/fal/1093726316c3409a8e50f4c75f5ef2c6/view?keywords=20.205&sort=-relevance&index=cfda&is_active=true&page=1
Award Amount: \$1,404.00
Awarding Agency: Florida Department of Transportation
Award is for R&D: Choose an item.
Indirect Cost Rate: Choose an item.

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
<http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1>

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

Title 23 – Highways, United States Code
<http://uscode.house.gov/browse/prelim@title23&edition=prelim>

Title 49 – Transportation, United States Code
<http://uscode.house.gov/browse/prelim@title49&edition=prelim>

Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58, also known as the “Bipartisan Infrastructure Law”)
<https://www.congress.gov/117/bills/hr3684/BILLS-117hr3684enr.pdf>

Federal Highway Administration – Florida Division
<http://www.fhwa.dot.gov/fldiv/>

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
<https://www.frs.gov/>

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT**EXHIBIT F****CONTRACT PAYMENT REQUIREMENTS**
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

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

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

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

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5th, 2023

AGENDA ITEM: Consider approval of SU 23-01 (E. Saxon / Coral Towers. LLC) – Special Use Permit for Essential Services, Telecommunications Tower

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Edward Saxon / Coral Towers, LLC seek approval of an application for a Special Use Permit for Essential Services, made pursuant to Section 14.11, Land Development Regulations (LDR), for the location of a Telecommunications Tower at 25134 US Hwy 301 N, Lawtey, Fl. 32058. Being Bradford County Parcel Number 01138-0-00100, 01138-0-00101 & 01138-0-00102.

Staff has reviewed Application SU 23-01 and has determined that the requirements of Section 14.11, LDR, are met. Specifically, the telecommunications tower is not situated within 200 feet of any single or multi-family residence, group living facility, school or hospital and the tower maintains a rated self-collapsing distance from any use listed above.

The County Engineer has reviewed the site plans and they have meet his approval:

ASSOCIATED COST(S): **NONE.** Application Fee of \$500 was paid on Sept. 28th, 2023.

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Staff recommends that the Board approve Application SU 23-01 for a Special Use Permit for Essential Services; permitting the installation of the Telecommunications Tower.

RECOMMENDED MOTION:

Motion to approve Application SU 23-01, with the following:

- 1) Any conditions the Board of County Commissioners deem warranted;

AGENDA ITEM APPROVAL

DEPARTMENT HEAD: _____ DATE: _____

COUNTY MANAGER: _____ DATE: _____



Bradford County
 Building, Planning & Zoning
 945-F North Temple Ave.
 Starke, FL 32091
 Phone: 904-966-6213 / 904-966-6223
 Fax: 904-966-6220
 www.bradfordcountyfl.gov/bz

ESUD
 9-25



APPLICATION FOR SPECIAL USE PERMIT

TYPE OF PERMIT: 300' AGL Lattice Tower

Name of Property Owner: Tommy B. Saxon, Edward G. Saxon, Joseph M. Harland, & Sabrina S. Harland

Address: 935 Main St., C4 Telephone #: 727.773.2221

City: Safety Harbor State: FL Zip: 34695

Parcel #: 01138-0-00100 001138-0-00101 Section: 11 Tsp: 55 Rge: 22E

Location of Parcel: 25134 US Hwy 301 N, Lantana, FL 32058

Size of Parcel: 10.08 Ac.

If an Agent represent's the Owner, then a Notarized letter from the Owner **MUST BE ATTACHED.**

Name of Property Owner's Agent: Mattawanah S. John

Address: 935 Main St., C4 Telephone #: 727.273.2221

City: Safety Harbor State: FL Zip: 34695

I, the undersigned, hereby swear and affirm that I own the above described property or have been duly appointed by the property owner to make this application. I acknowledge that I have read and understand the applicable County Codes and that it is my responsibility to comply fully with said Codes. I further understand that any violation of conditions or restrictions set forth in said Codes or specified therein under will be due cause for revocation of this permit.

Signature of Applicant: [Signature] Date: 09/21/23

FOR OFFICE USE ONLY. DO NOT WRITE BELOW THIS LINE

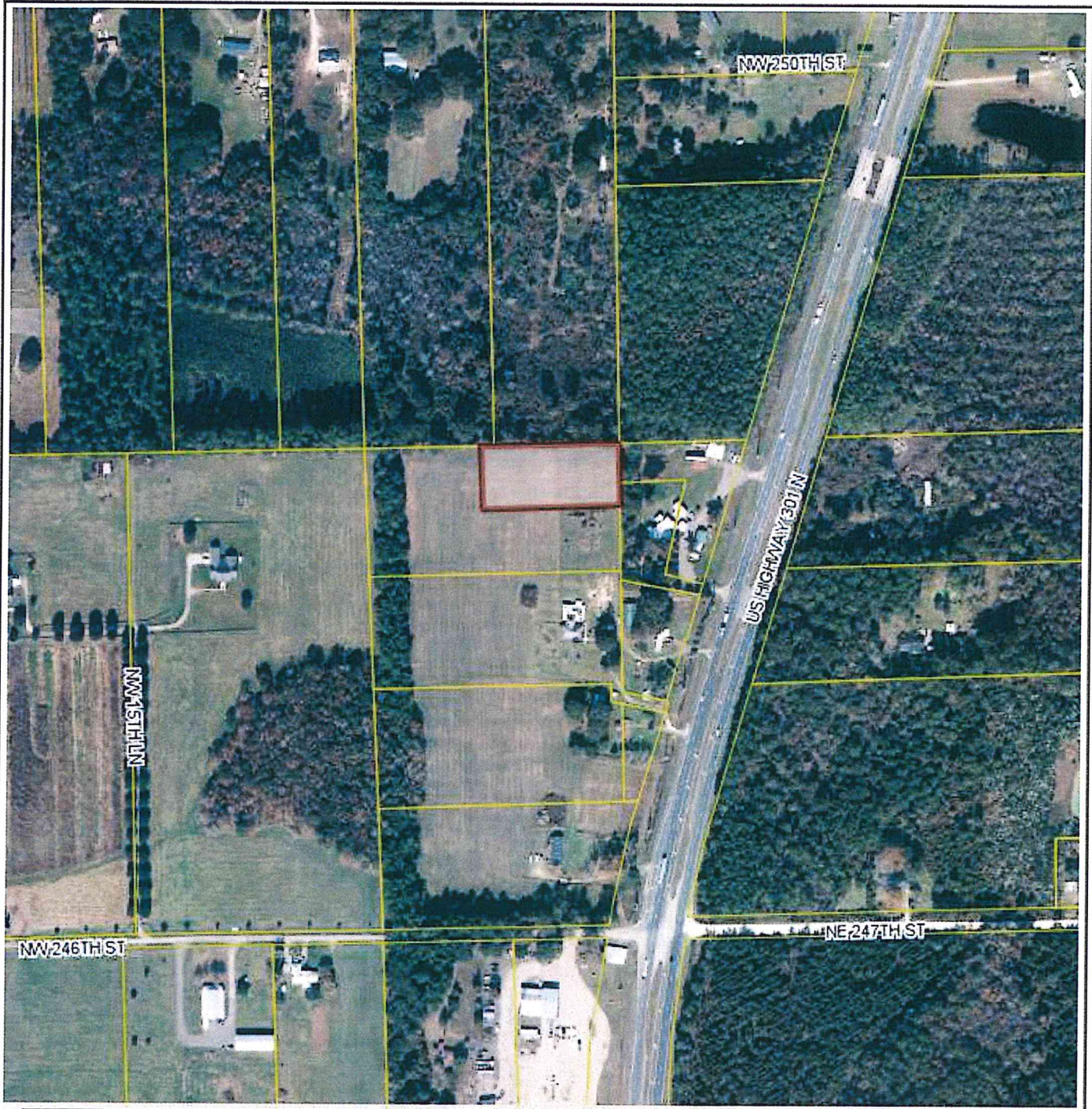
Future Land Use Category: A9 Zoning Classification: A9-2

Recommendations or Restrictions: _____

NOT A VALID PERMIT UNTIL APPROVED BY THE BOARD OF COUNTY COMMISSIONERS

Approved or Denied: _____ Conditions and/or Restrictions: _____

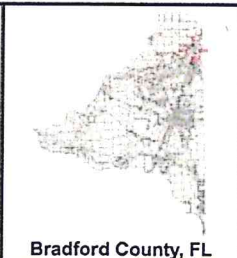
Chairman: _____ Date: _____



Bradford County Property Appraiser Kenny Clark, CFA | Starke, Florida | 904-966-6216

PARCEL: 01138-0-00102 (17894) | PASTURE CLS1 (6000) | 1.42 AC
 11 5S 22 NE1/4 OF NE1/4 OF SE1/4 ALSO: 30' STRIP IN 12-5S-22 DESC OR378-126. BEING .08 AC. EX: COM SE COR N1/2 OF E1/2 OF NE1/4 OF SE1/4. N01°43'44 W

NOTES:



SAXON TAMMY B & EDDIE G JR
 Owner: 25134 US HWY 301 N
 LAWTEY, FL 32058
 Site: 25134 N HWY 301, LAWTEY
 Sales 8/8/1989 \$100 V(U)
 7/7/1989 \$100 V(U)
 Info 3/22/1989 \$100 I(U)

2023 Preliminary Certified

Mkt Lnd	\$0	Appraised	\$376
Ag Lnd	\$376	Assessed	\$376
Bldg	\$0	Exempt	\$0
XFOB	\$0	Total	county:\$376
Just	\$4,260	Taxable	other:\$376
			school:\$376

This information, was derived from data which was compiled by the Bradford County Property Appraiser Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, it's use, or it's interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. GrizzlyLogic.com

Zoning Permit

BRADFORD COUNTY

BRADFORD, FLORIDA

ZONING DEPARTMENT

945 NORTH TEMPLE AVENUE, STARKE, FLORIDA 32091

904-966-6223 Ext 3

Zoning Permit Number: 230190

**SITE ADDRESS: 25134 US HWY
301 NORTH**

PARCEL NO.: **01138-0-00102**

ZONING: **AG-2**

ISSUED TO: **TAMMY B SAXON
25134 US HWY 301 N
LAWTEY, FL, 32058**

PERMIT TYPE: **App for Special Permit -Essential Services**

DETAILS

PERMIT DATE: **09/28/2023**

FEE: **500.00**


EXPIRE DATE: **09/27/2024**

It is hereby certified that the above use as shown on the plats and plans submitted with the application conforms with all applicable provisions of the Bradford County Zoning Ordinance. The issuance of this Permit does not allow the violation of Bradford County Zoning Ordinances or other governing Regulations.

The applicant is responsible for obtaining a building permit (if required) prior to commencing work on the proposed improvement.

APPROVED BY:

DATE:



**September 28,
2023**

Randy Andrews , Zoning Director



Permit #: 230190

Permit Type:

Address: 25134 US HWY 301 NORTH

City: LAWTEY, FL 32058

State:

Zip:

Owner: TAMMY B SAXON

Owner Address: 25134 US HWY 301 N

Owner City: LAWTEY, FL

Owner State:

Owner Zip: 32058

Owner Phone:

Owner Email:

Receipt #: 1095

Date: 09/28/2023

Paid By: Coral Towers, LLC

Description: Special Use Permit for Cell Tower

Payment Type:

Payment Type Description: check # 2386

Accepted By: Randy Andrews

Fees Paid

Fee Name	Fee Type	Description	Factor	Total Fee Amount	Amount Paid
App for Special Permit for Essential Services	Zoning		0.00	500.00	500.00
				Total:	\$500.00

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: 12/05/23

AGENDA ITEM: Appointment of Canvassing Board Alternate

DEPARTMENT: Supervisor of Elections

PURPOSE: To nominate the alternate Canvassing Board member to serve in 2024, per F.S. 102.141

ASSOCIATED COST(S): There are no costs.

BUDGET LINE (G/L #):

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: December 5, 2023

AGENDA ITEM Request a transfer of unspent project funds in the amount of \$96,319.00 from the general fund to the clerk's office to continue its scanning project with U.S. Imaging in FY 23-24. No additional funding is being allocated for this project outside of what the board approved on 01-19-23.

DEPARTMENT: Clerk's Office

G/L TRANSFER FROM: From BoCC Fund 001 (G/L# 001-04-581-91160-00)

G/L TRANSFER TO: Clerk Revenue G/L# 051-381900 (to be expended in 051-80-513-31000-00)

JUSTIFICATION:

On January 19, 2023, the board approved a transfer of funds from ARPA funds in the amount of \$152,000.00 to the clerk's office to support its scanning project.

A purchase order (P.O. 9000022) was obtained in FY 22-23 in the amount of \$152,000.00 with U.S. Imaging for the scanning project. Only one invoice in the amount of \$55,681.39 was submitted in FY 22-23. At the end of FY 22-23, finance had to liquidate unspent funds from said P.O. in the amount of \$96,318.61 and return the funds to the general fund as part of the reversion of year-end-dollars to the board.

This project is still ongoing. All books have been scanned and are now in the review and indexing phase. Once the review and indexing phases are complete, U.S. Imaging will come back to rescan any images that did not scan properly the first time.

We request that the board authorize the transfer of unspent project funds in the amount of \$96,319 from the general fund to the clerk's office to complete this project.

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL		
		BUDGET	CHANGE	NEW BUDGET
001-01-511-11000-00	EXECUTIVE SALARIES	175,000.00	11,500.00	186,500.00
001-01-511-22000-00	RETIREMENT CONTRIBUTIONS	99,750.00	(31,000.00)	68,750.00
001-01-511-23000-00	LIFE & HEALTH INSURANCE	63,781.00	(12,500.00)	51,281.00
001-01-511-31000-00	PROFESSIONAL SERVICES	0.00	6,700.00	6,700.00
001-01-511-31200-00	ENGINEER COSTS	50,000.00	(45,000.00)	5,000.00
001-01-511-31300-00	SURVEYING COSTS	20,000.00	(7,500.00)	12,500.00
001-01-511-34000-00	SERVICE/MAINT AGREEMNT	40,000.00	(15,000.00)	25,000.00
001-01-511-40000-00	TRAVEL AND PER DIEM	20,000.00	1,200.00	21,200.00
001-01-511-41000-00	COMMUNICATION SER - LOCAL	90,000.00	(50,500.00)	39,500.00
001-01-511-43000-00	UTILITIES	75,500.00	(1,800.00)	73,700.00
001-01-511-45000-00	AUTO LIABILITY INS COST	4,250.00	(2,000.00)	2,250.00
001-01-511-45100-00	COUNTY PROPERTY LIABILITY	338,000.00	(8,200.00)	329,800.00
001-01-511-45200-00	COUNTY OTHER INSURANCE	18,000.00	(4,000.00)	14,000.00
001-01-511-45300-00	COUNTY BONDS INSURANCE	0.00	600.00	600.00
001-01-511-46000-00	R & M - EQUIPMENT	2,000.00	(2,000.00)	0.00
001-01-511-46200-00	R & M - BUILDING	2,000.00	(250.00)	1,750.00
001-01-511-48000-00	ADVERTISING COST	6,500.00	3,000.00	9,500.00
001-01-511-49400-00	VETERANS S/W ASSESSMENT	7,500.00	1,000.00	8,500.00
001-01-511-51100-00	MISC OFFICE COST	10,000.00	33,000.00	43,000.00
001-01-511-51101-00	SANTA FE SATELLITE OFFICE	27,000.00	2,000.00	29,000.00
001-01-511-52400-00	POSTAGE EXPENSE	20,000.00	14,000.00	34,000.00
001-01-511-52500-00	EMPLOYEES RELATED COST	40,000.00	(8,000.00)	32,000.00
001-01-511-52641-00	NEW EQUIPMENT UNDER \$5000	4,000.00	(1,000.00)	3,000.00
001-01-511-52650-00	PROPERTY TAXES SUPPLIES	15,000.00	2,000.00	17,000.00
001-01-511-52750-00	COMMISSION PROPERTY TAXES	365,000.00	40,500.00	405,500.00
001-01-511-54500-00	CONTINUING EDUCATION COSTS	7,500.00	(5,000.00)	2,500.00
001-01-511-54600-00	MEMBERSHIP DUES	25,000.00	(7,000.00)	18,000.00
001-01-511-62000-00	COUNTY BUILDING COST	2,000.00	(1,000.00)	1,000.00
001-01-511-64000-00	NEW EQUIPMENT OVER \$5000	8,000.00	(4,000.00)	4,000.00
001-01-529-31110-00	MAGISTRATE FEES	0.00	9,250.00	9,250.00
001-01-529-41100-00	IGCF COMM - ACCESS FEES	10,000.00	15,500.00	25,500.00
001-01-529-45100-00	IGCF PROPERTY INSURANCE	4,800.00	500.00	5,300.00
001-01-529-52641-00	IGCF NEW EQUIPMENT UNDER \$5000	13,499.00	(1,000.00)	12,499.00
001-01-529-64001-00	IGCF NEW EQUIPMENT OVER \$5000	15,000.00	(15,000.00)	0.00
001-01-539-46200-00	R & M - BUILDING ADA REPAIRS	0.00	1,000.00	1,000.00
001-01-539-63000-00	ADA INFRASTRUCTURE COMPLIANCE	235,000.00	(89,300.00)	145,700.00
001-01-592-99500-00	LITIGATION	0.00	38,000.00	38,000.00
001-02-512-11000-00	EXECUTIVE SALARIES	100,006.00	21,000.00	121,006.00
001-02-512-12000-00	REGULAR SALARIES	0.00	36,000.00	36,000.00
001-02-512-12500-00	AUTO ALLOWANCE	0.00	6,000.00	6,000.00
001-02-512-14000-00	OVERTIME	0.00	200.00	200.00
001-02-512-21000-00	FICA TAXES	7,650.00	5,000.00	12,650.00
001-02-512-22000-00	RETIREMENT CONTRIBUTIONS	31,572.00	12,000.00	43,572.00
001-02-512-41000-00	COMMUNICATION SER - LOCAL	200.00	500.00	700.00
001-02-512-52900-00	PHYSICALS & DRUG TESTS	0.00	100.00	100.00
001-05-513-32000-00	ACCOUNTING & AUDITING	110,000.00	50,500.00	160,500.00

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL		
		BUDGET	CHANGE	NEW BUDGET
001-08-516-31000-00	PROFESSIONAL SERVICES	0.00	4,500.00	4,500.00
001-08-516-31008-00	CYBERSECURITY ASSESSMENT	0.00	21,000.00	21,000.00
001-08-516-41000-00	COMMUNICATION SER. - LOCAL	17,000.00	6,000.00	23,000.00
001-08-516-43000-00	UTILITIES - BROOKER TOWER	0.00	1,000.00	1,000.00
001-08-516-51000-00	OFFICE SUPPLIES	0.00	1,000.00	1,000.00
001-08-516-52600-00	COMPUTER SOFTWARE PROGRAM	0.00	4,000.00	4,000.00
001-08-516-64000-00	NEW EQUIPMENT OVER \$5000	224,000.00	(37,500.00)	186,500.00
001-10-513-11000-00	EXECUTIVE SALARIES	112,952.00	8,000.00	120,952.00
001-10-513-12000-00	REGULAR SALARIES & WAGES	114,365.00	(8,000.00)	106,365.00
001-10-513-13000-00	OTHER SALARIES	17,000.00	3,700.00	20,700.00
001-10-513-22000-00	RETIREMENT CONTRIBUTIONS	78,003.00	4,000.00	82,003.00
001-10-513-34000-00	SERVICE/MAINTENANCE AGREEMENT	62,892.00	(12,700.00)	50,192.00
001-10-513-46200-00	R & M BUILDING	0.00	500.00	500.00
001-10-513-51100-00	MISC OFFICE COSTS	0.00	1,000.00	1,000.00
001-10-513-51300-00	LEGAL NOTICES	900.00	2,000.00	2,900.00
001-10-513-52100-00	PRECINCT OPERATING COST	3,500.00	500.00	4,000.00
001-10-513-52641-00	NEW EQUIPMENT UNDER \$5000	4,000.00	1,000.00	5,000.00
001-12-514-11000-00	EXECUTIVE SALARIES	220,896.00	(73,000.00)	147,896.00
001-12-514-31100-00	OTHER LEGAL ATTORNEY COST	10,000.00	73,000.00	83,000.00
001-16-515-11000-00	EXECUTIVE SALARIES	68,328.00	8,100.00	76,428.00
001-16-515-12000-00	REGULAR SALARIES & WAGES	28,312.00	(4,000.00)	24,312.00
001-16-515-22000-00	RETIREMENT CONTRIBUTIONS	11,510.00	900.00	12,410.00
001-16-515-23000-00	LIFE & HEALTH INSURANCE	22,600.00	10.00	22,610.00
001-16-515-46100-00	R & M - AUTO	2,500.00	(2,300.00)	200.00
001-16-515-46300-00	R & M EQUIPMENT-OFFICE	1,000.00	(800.00)	200.00
001-16-515-49400-00	COUNTY REFUND ACCT COST	500.00	2,500.00	3,000.00
001-16-515-52250-00	GAS, OIL, LUBRICANT, ETC.	8,500.00	(2,410.00)	6,090.00
001-16-515-52500-00	COMPUTER SOFTWARE	5,000.00	(2,000.00)	3,000.00
001-17-515-11000-00	EXECUTIVE SALARIES	51,438.00	2,200.00	53,638.00
001-17-515-21000-00	FICA TAXES	4,576.00	100.00	4,676.00
001-17-515-22000-00	RETIREMENT CONTRIBUTIONS	7,124.00	400.00	7,524.00
001-17-515-23000-00	LIFE & HEALTH INSURANCE	15,668.00	10.00	15,678.00
001-17-515-41000-00	COMMUNICATION SERVICE - LOCAL	900.00	200.00	1,100.00
001-17-515-48000-00	ADVERTISING COST	15,000.00	(4,410.00)	10,590.00
001-17-515-49400-00	COUNTY REFUND ACCOUNT COST	2,000.00	1,500.00	3,500.00
001-19-519-11000-00	EXECUTIVE SALARIES	7,815.00	18,000.00	25,815.00
001-19-519-12000-00	REGULAR SALARIES & WAGES	94,745.00	(14,500.00)	80,245.00
001-19-519-14000-00	OVERTIME	6,000.00	(3,500.00)	2,500.00
001-19-519-23000-00	LIFE & HEALTH INSURANCE	36,515.00	1,800.00	38,315.00
001-19-519-25000-00	UNEMPLOYMENT COMPENSATION	0.00	4,000.00	4,000.00
001-19-519-46000-00	R & M - EQUIPMENT	21,000.00	5,500.00	26,500.00
001-19-519-46200-00	R & M - BUILDING	100,000.00	(15,900.00)	84,100.00
001-19-519-52000-00	OPERATING SUPPLIES	13,000.00	1,500.00	14,500.00
001-19-519-52250-00	GAS, OIL, LUBRICANT, ETC.	3,000.00	2,500.00	5,500.00
001-19-519-52450-00	UNIFORM RENTALS	500.00	500.00	1,000.00
001-19-519-62000-00	COUNTY BUILDING COSTS	0.00	100.00	100.00

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL		
		BUDGET	CHANGE	NEW BUDGET
001-21-572-34000-01	SERVICE/MAINT AGRMT-SPEEDVILLE	400.00	(400.00)	0.00
001-21-572-34000-06	SERVICE/MAIN AGREEMENT - LINCOLN	500.00	(500.00)	0.00
001-21-572-43000-01	UTILITIES - SPEEDVILLE	600.00	100.00	700.00
001-21-572-43000-02	UTILITIES - PLEASANT GROVE	600.00	200.00	800.00
001-21-572-43000-05	UTILITIES - THERESSA	385.00	400.00	785.00
001-21-572-43000-06	UTILITIES - LINCOLN CITY PARK	600.00	600.00	1,200.00
001-21-572-46200-01	R & M - BUILDING SPEEDVILLE	500.00	900.00	1,400.00
001-21-572-46200-02	R & M - BUILDING PLEASANT GROVE	1,000.00	(200.00)	800.00
001-21-572-46200-06	R & M - BUILDING LINCOLN CITY PAR	2,000.00	(600.00)	1,400.00
001-21-572-64000-04	NEW EQUIP OVER \$5000-PARKS	500.00	(500.00)	0.00
001-22-537-11000-00	EXECUTIVE SALARIES	99,070.00	(9,910.00)	89,160.00
001-22-537-14000-00	OVERTIME	0.00	100.00	100.00
001-22-537-31100-00	PROFESSIONAL SERVICES	8,328.00	(4,850.00)	3,478.00
001-22-537-34000-00	SERVICE/MAINT AGREEMNT	4,300.00	1,500.00	5,800.00
001-22-537-41000-00	COMMUNICATION SER - LOCAL	600.00	10.00	610.00
001-22-537-46200-00	R & M - BUILDING	0.00	2,500.00	2,500.00
001-22-537-51000-00	OFFICE SUPPLIES	1,700.00	800.00	2,500.00
001-22-537-51200-00	4-H SUPPLIES/MATERIALS	1,100.00	1,800.00	2,900.00
001-22-537-52250-00	GAS, OIL, LUBRICANT, ETC.	1,000.00	500.00	1,500.00
001-22-537-52641-00	NEW EQUIPMENT UNDER \$5000	800.00	2,300.00	3,100.00
001-22-537-52900-00	PHYSICALS & DRUG TESTS	0.00	100.00	100.00
001-22-537-54600-00	MEMBERSHIP DUES	500.00	300.00	800.00
001-24-572-21000-03	FICA TAXES - SENIOR CENTER	2,762.00	10.00	2,772.00
001-24-572-22000-03	RETIREMENT CONTRIB - SENIOR CNTR	4,301.00	2,800.00	7,101.00
001-24-572-23000-03	LIFE & HEALTH INS-SENIOR CNTR	12,756.00	10.00	12,766.00
001-24-572-34000-03	SERVICE/MAINT AGRMT-SENIOR CENTER	3,000.00	(2,500.00)	500.00
001-24-572-43000-03	UTILITIES - SENIOR CENTER	7,000.00	(320.00)	6,680.00
001-26-569-11000-00	EXECUTIVE SALARIES	40,000.00	1,900.00	41,900.00
001-26-569-21000-00	FICA TAXES	3,060.00	(850.00)	2,210.00
001-26-569-22000-00	RETIREMENT CONTRIBUTIONS	4,764.00	500.00	5,264.00
001-26-569-23000-00	LIFE & HEALTH INSURANCE	12,756.00	100.00	12,856.00
001-26-569-24000-00	WORKERS COMPENSATION	68.00	700.00	768.00
001-26-569-45050-00	MEDICAL PROFESSIONAL LIAB. INS.	31,000.00	2,500.00	33,500.00
001-92-542-63000-01	CONSTRUCTION DESIGN	92,155.00	(92,155.00)	0.00
001-92-542-63000-02	ENVIRONMENTAL PERMITTING	25,530.00	(21,430.00)	4,100.00
001-92-542-63000-03	PREP OF SOLICITATION DOCUMENTS FO	7,537.00	(7,537.00)	0.00
001-92-542-63000-04	GEO-TECHNICAL ANALYSIS	9,100.00	(9,100.00)	0.00
001-92-542-63000-05	SURVEY	21,000.00	(21,000.00)	0.00
001-92-542-63000-06	CONSTRUCTION OF ACCESS ROADWAY	507,138.00	279,472.00	786,610.00
001-92-542-63000-07	SOLICITATION FOR ENGINEER & NETWO	4,000.00	(610.00)	3,390.00
001-92-542-63000-08	DETERMINATION OF PROJECT TARGETED	27,640.00	(27,640.00)	0.00
001-92-542-63000-09	INSTALLATION AND INSPECTION	100,000.00	(100,000.00)	0.00
FUND 001	GENERAL FUND NET CHANGES		0.00	

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL		
		BUDGET	CHANGE	NEW BUDGET
002-86-552-48000-00	ADVERTISING	10,000.00	14,000.00	24,000.00
002-86-552-48010-00	SPECIAL EVENTS	589,152.00	(17,000.00)	572,152.00
002-86-552-52000-00	OPERATING COST	15,000.00	3,000.00	18,000.00
FUND 002	TOURIST DEVELOPMENT NET CHANGES		0.00	
102-52-554-11000-00	EXECUTIVE SALARIES	46,779.00	(450.00)	46,329.00
102-52-554-22000-00	RETIREMENT CONTRIBUTIONS	9,476.00	300.00	9,776.00
102-52-554-23000-00	LIFE & HEALTH INSURANCE	25,512.00	50.00	25,562.00
102-52-554-41000-00	COMMUNICATION SER - LOCAL	400.00	100.00	500.00
102-52-554-43000-00	UTILITY SERVICE	1,000.00	1,000.00	2,000.00
102-52-554-52641-00	NEW EQUIPMENT UNDER \$5000	800.00	(500.00)	300.00
102-52-554-64000-00	NEW EQUIPMENT OVER \$5000	500.00	(500.00)	0.00
FUND 102	SHIP NET CHANGES		0.00	
104-57-571-12000-00	REGULAR SALARIES & WAGES	67,049.00	16,000.00	83,049.00
104-57-571-23000-00	LIFE & HEALTH INSURANCE	38,269.00	100,000.00	138,269.00
104-57-571-34000-00	SERVICE / MAINT. AGREEMENT	0.00	2,500.00	2,500.00
104-57-571-51000-00	OFFICE SUPPLIES	2,500.00	2,000.00	4,500.00
104-57-571-52000-00	OPERATING SUPPLIES	10,000.00	5,000.00	15,000.00
104-57-571-54000-00	BOOKS & SUBSCRIPTION COST	45,000.00	(19,000.00)	26,000.00
104-57-571-62200-00	MAJOR BUILDING REPAIRS	20,000.00	(20,000.00)	0.00
104-57-571-64000-00	NEW EQUIPMENT OVER \$5000	10,000.00	(10,000.00)	0.00
104-57-571-66000-00	LIBRARY BOOKS PUBLICATION	47,278.00	(26,500.00)	20,778.00
104-57-571-99000-00	RESERVE FOR CONTINGENCY	275,794.00	(50,000.00)	225,794.00
104-58-571-14000-00	OVERTIME	0.00	1,000.00	1,000.00
104-58-571-22000-00	RETIREMENT CONTRIBUTIONS	40,111.00	3,000.00	43,111.00
104-58-571-23000-00	LIFE & HEALTH INSURANCE	140,319.00	(5,700.00)	134,619.00
104-58-571-44000-00	COPIER RENTAL	1,750.00	1,700.00	3,450.00
FUND 104	LIBRARY NET CHANGES		0.00	
105-29-541-11000-00	EXECUTIVE SALARIES	62,516.00	22,000.00	84,516.00
105-29-541-12000-00	REGULAR SALARIES & WAGES	744,299.00	(22,000.00)	722,299.00
105-29-541-43000-00	UTILITY SERVICE	14,500.00	13,000.00	27,500.00
105-29-541-44210-00	LEASE AGREEMENT - EQUIPMENT	206,000.00	1,000.00	207,000.00
105-29-541-45000-00	AUTO LIABILITY INS COST	12,400.00	1,200.00	13,600.00
105-29-541-45100-00	COUNTY PROPERTY LIABILITY	24,000.00	2,500.00	26,500.00
105-29-541-46200-00	R & M - BUILDING	500.00	5,000.00	5,500.00
105-29-541-46400-00	MAJOR REPAIRS/MAINTENANCE	10,000.00	6,000.00	16,000.00
105-29-541-51000-00	OFFICE SUPPLIES	2,500.00	2,500.00	5,000.00
105-29-541-51300-00	SIGN SHOP MISC SUPPLIES	28,000.00	12,000.00	40,000.00
105-29-541-52000-00	OPERATING SUPPLIES	1,000.00	200.00	1,200.00
105-29-541-52400-00	POSTAGE EXPENSE	0.00	100.00	100.00
105-29-541-52450-00	UNIFORM RENTAL	5,300.00	500.00	5,800.00

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL		
		BUDGET	CHANGE	NEW BUDGET
105-29-541-52641-00	NEW EQUIPMENT < \$5000	0.00	1,000.00	1,000.00
105-29-541-52900-00	PHYSICALS & DRUG TESTS	500.00	500.00	1,000.00
105-29-541-53015-00	ROAD LIMEROCK/MILLING MATERIAL CO	100,000.00	(25,000.00)	75,000.00
105-29-541-53016-00	MILLED MATERIAL	133,000.00	(20,500.00)	112,500.00
105-29-541-63110-00	INFRASTRUCTURE USING \$.05 GAS TAX	1,543,675.00	(300,209.00)	1,243,466.00
105-29-541-63110-01	\$.05 SE 2ND AVE	0.00	22,248.00	22,248.00
105-29-541-63110-03	\$.05 SE 48TH AVE	0.00	49,926.00	49,926.00
105-29-541-63110-04	\$.05 NW 84TH AVE	0.00	12,315.00	12,315.00
105-29-541-63110-05	\$.05 NW 38TH AVE	0.00	16,250.00	16,250.00
105-29-541-63110-06	\$.05 SW 106TH AVE	0.00	39,070.00	39,070.00
105-29-541-63110-07	\$.05 NE 219TH CR 200B TO NE CR 22	0.00	21,000.00	21,000.00
105-29-541-64000-05	\$.05 NEW EQUIPMENT OVER \$5000	0.00	139,400.00	139,400.00
FUND 105	ROAD DEPT NET CHANGES		0.00	
106-35-521-24000-00	WORKERS COMPENSATION	105,000.00	(17,500.00)	87,500.00
106-35-521-51100-00	MISC OFFICE COST	1,000.00	500.00	1,500.00
106-35-521-99300-00	ST. ATTY/SHERIFF FORFEITS	160,984.00	(39,610.00)	121,374.00
106-35-523-43000-00	SAFETY COMPLEX UTILITIES*	250,000.00	17,000.00	267,000.00
106-35-581-91156-00	TRF OUT - SA/SHERIFF FORFEITS TO	69,000.00	39,610.00	108,610.00
FUND 106	FINES & FORFEITURES NET CHANGES		0.00	
108-32-685-41000-02	GUARDIAN-AD-LITEM / COMMUNICATION	900.00	100.00	1,000.00
108-32-685-44100-00	GUARDIAN AD LITEM/WATER COOLER RE	250.00	200.00	450.00
108-32-685-51100-00	GUARDIAN-AD-LITEM / MISC OFFICE C	600.00	125.00	725.00
108-32-685-52400-00	GUARDIAN-AD-LITEM / POSTAGE	0.00	10.00	10.00
108-32-712-54300-00	GUARDIAN AD-LITEM - UTILITIES	1,600.00	350.00	1,950.00
108-32-713-52500-02	GUARDIAN AD LITEM COMPUTER SOFTWA	1,000.00	(785.00)	215.00
108-36-712-12000-01	CLK REGULAR SALARIES / MAINT	9,874.00	(1,200.00)	8,674.00
108-36-712-14000-01	CLK OVERTIME / MAINT	0.00	375.00	375.00
108-36-712-34000-01	CLK FACILITY COST / SVS-MAINT AGR	500.00	(500.00)	0.00
108-36-712-43000-01	CLK FACILITY COST / UTILITIES	14,000.00	4,100.00	18,100.00
108-36-712-46200-01	CLK FACILITY COST / R & M - BUILD	4,200.00	13,400.00	17,600.00
108-36-712-51100-00	CLK FACILITY COST / MISC OFFICE C	4,000.00	(400.00)	3,600.00
108-37-602-52400-00	SA POSTAGE	0.00	150.00	150.00
108-37-602-53275-00	SA CIRCUITWIDE STATE ATTORNEY	25,528.00	9,500.00	35,028.00
108-37-712-12000-01	SA REGULAR SALARIES / MAINT.	4,937.00	(500.00)	4,437.00
108-37-712-14000-01	SA OVERTIME / MAINT.	0.00	200.00	200.00
108-37-712-34000-01	SA FACILITY COST / SVS MAINT.AGRM	500.00	(500.00)	0.00
108-37-712-43000-01	SA FACILITY COST / UTILITIES	6,500.00	3,500.00	10,000.00
108-37-712-46200-01	SA FACILITY COST / R & M - BUILDI	3,000.00	6,900.00	9,900.00
108-38-601-52100-00	OPERATING SUPPLIES	11,480.00	(1,000.00)	10,480.00
108-38-663-31115-00	PRO SE CASE MANAGER	20,811.00	(1,400.00)	19,411.00
108-38-711-34000-01	CA SECURITY EQUIP / MAINT AGREEME	0.00	12,500.00	12,500.00
108-38-712-12000-01	CA REGULAR SALARIES / MAINT.	9,874.00	(1,300.00)	8,574.00

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL		
		BUDGET	CHANGE	NEW BUDGET
108-38-712-14000-01	CA OVERTIME / MAINT.	0.00	400.00	400.00
108-38-712-43000-01	CA FACILITY COST / UTILITIES	15,000.00	18,000.00	33,000.00
108-38-712-44100-00	WATER COOLER RENTAL	350.00	300.00	650.00
108-38-712-46200-01	CA FACILITY COST / R & M - BUILDI	6,500.00	24,000.00	30,500.00
108-38-713-46300-02	CA IT REPAIRS & MAINTENANCE	1,000.00	(1,000.00)	0.00
108-38-713-49080-02	CA INFORMATION SYSTEMS ANALYST	30,921.00	(5,000.00)	25,921.00
108-38-713-64001-02	CA COMPUTER EQUIPMENT/SOFTWARE	5,000.00	(3,500.00)	1,500.00
108-39-603-31120-00	CIRCUITWIDE PUBLIC DEFEND	4,600.00	2,000.00	6,600.00
108-39-712-14000-01	PD OVERTIME / MAINT.	0.00	200.00	200.00
108-39-712-46200-01	PD FACILITY COST / R & M - BUILDI	2,700.00	3,000.00	5,700.00
108-39-713-52000-02	PD IT OPERATING SUPPLIES	4,000.00	(3,000.00)	1,000.00
108-39-713-64000-02	PD IT FURNITURE & EQUIPMENT	3,000.00	(2,200.00)	800.00
108-43-601-99000-00	RESERVE FOR CONTINGENCY	50,000.00	(50,000.00)	0.00
108-43-622-31116-03	COURT INNOVATIONS	239,516.00	(300.00)	239,216.00
108-43-665-35000-00	CHILD MEDICAL EXAMS	12,000.00	5,100.00	17,100.00
108-43-713-99000-02	RESERVE FOR CONTINGENCY	66,881.00	(32,125.00)	34,756.00
108-43-715-31010-03	FREE LEGAL SERVICES	9,000.00	300.00	9,300.00
FUND 108	EIGHTH JUDICIAL NET CHANGES		0.00	
111-342600-00	EMS AMBULANCE SER FEES	1,850,000.00	1,405,250.00	3,255,250.00
111-342605-00	EMT TRANSFER SERVICE	1,405,250.00	(1,405,250.00)	0.00
111-54-526-11000-00	EXECUTIVE SALARIES	384,904.00	(155,000.00)	229,904.00
111-54-526-21000-00	FICA TAXES	262,324.00	21,000.00	283,324.00
111-54-526-22000-00	RETIREMENT CONTRIBUTIONS	945,927.00	134,000.00	1,079,927.00
111-54-526-23000-00	LIFE & HEALTH INSURANCE	701,593.00	(25,000.00)	676,593.00
111-54-526-24000-00	WORKERS COMPENSATION	193,252.00	(20,758.00)	172,494.00
111-54-526-41000-00	COMMUNICATION SER - LOCAL	12,000.00	7,000.00	19,000.00
111-54-526-46000-00	R & M - EQUIPMENT	1,000.00	3,500.00	4,500.00
111-54-526-46100-00	R & M - AUTO	120,000.00	25,500.00	145,500.00
111-54-526-46200-00	R & M - BUILDING	10,000.00	2,500.00	12,500.00
111-54-526-51100-00	MISC OFFICE COST	2,500.00	1,000.00	3,500.00
111-54-526-52000-00	OPERATING SUPPLIES	10,000.00	4,000.00	14,000.00
111-54-526-52510-00	LICENSURE & FEES	3,000.00	2,000.00	5,000.00
111-54-526-64000-00	NEW EQUIP OVER \$5000	30,000.00	380,000.00	410,000.00
111-54-526-83005-00	EMT AWARDS COST	18,106.00	(18,106.00)	0.00
111-54-526-83005-23	EMT AWARDS COST GRANT EXP	0.00	18,364.00	18,364.00
111-54-526-99000-00	RESERVE FOR CONTINGENCY	500,000.00	(380,000.00)	120,000.00
FUND 111	FIRE RESCUE NET CHANGES		0.00	
112-64-539-23000-00	LIFE & HEALTH INSURANCE	0.00	5,700.00	5,700.00
112-64-539-40000-00	TRAVEL AND PER DIEM	500.00	200.00	700.00
112-64-539-41000-00	COMMUNICATION SER - LOCAL	400.00	100.00	500.00
112-64-539-52000-00	OPERATING SUPPLIES	19,000.00	(6,000.00)	13,000.00
FUND 112	MOSQUITO CONTROL NET CHANGES		0.00	

FY23 Exp AMENDMENTS

ACCOUNT NUMBER	DESCRIPTION	ORIGINAL BUDGET	CHANGE	NEW BUDGET
113-65-534-11000-00	EXECUTIVE SALARIES	42,082.00	15,000.00	57,082.00
113-65-534-12000-00	REGULAR SALARIES & WAGES	464,293.00	1,000.00	465,293.00
113-65-534-12500-00	PERSONNEL VEHICLE USE	0.00	10.00	10.00
113-65-534-21000-00	FICA TAXES	38,633.00	1,500.00	40,133.00
113-65-534-22000-00	RETIREMENT CONTRIBUTIONS	60,059.00	7,750.00	67,809.00
113-65-534-34000-00	SERVICE/MAINT AGREEMNT	200.00	900.00	1,100.00
113-65-534-41000-00	COMMUNICATION SER - LOCAL	5,350.00	300.00	5,650.00
113-65-534-43000-00	UTILITY SERVICE	4,750.00	3,500.00	8,250.00
113-65-534-44200-00	RENTAL - EQUIPMENT	31,200.00	(23,400.00)	7,800.00
113-65-534-46000-00	R & M - EQUIPMENT	22,000.00	33,000.00	55,000.00
113-65-534-48000-00	ADVERTISING COST	100.00	5,000.00	5,100.00
113-65-534-49375-00	ASSESSMENT FEE/COST	7,000.00	150.00	7,150.00
113-65-534-52250-00	GAS, OIL, LUBRICANT, ETC.	98,000.00	(5,410.00)	92,590.00
113-65-534-52450-00	UNIFORM RENTALS	3,000.00	1,000.00	4,000.00
113-65-534-52505-00	OTHER MISC/OPERATING COST	3,000.00	5,000.00	8,000.00
113-65-534-52510-00	LANDFILL TIPPING FEE COST	450,000.00	63,500.00	513,500.00
113-65-534-52900-00	PHYSICALS & DRUG TESTS	500.00	200.00	700.00
113-65-534-64000-00	NEW EQUIPMENT OVER \$5000	127,500.00	(110,000.00)	17,500.00
113-65-534-64005-00	NEW EQUIPMENT MAJOR COST	44,000.00	1,000.00	45,000.00
113-66-534-31200-00	ENGINEER COSTS	7,000.00	(2,100.00)	4,900.00
113-66-534-52505-00	OTHER MISC/OPERATING COST	3,500.00	2,100.00	5,600.00
FUND 113	SOLID WASTE NET CHANGES		0.00	
132-97-559-99000-00	RESERVE FOR CONTINGENCY	5,478,854.00	(652,000.00)	4,826,854.00
132-97-575-82200-00	RJE ROOF - BRADFORD CONCERNED CIT	0.00	500,000.00	500,000.00
132-97-581-91160-00	TRF OUT - CLERK OF COURT	0.00	152,000.00	152,000.00
FUND 1132	ARPA NET CHANGES		0.00	

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$69,452** INCREASE IN REVENUE AND EXPENDITURES IN THE **GENERAL FUND**.

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Bradford County, Florida that their **General Fund** is under allocated in appropriation, which was caused by unexpected expenditures; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as of this date, reviewed the **2022-2023** Budget and determined that there will be an increase in unanticipated revenue in the **General Fund** in the amount of **\$69,452**; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to amend the Fiscal Year **2022-2023** budget to reflect these changes.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the recitals above and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of amending the Fiscal Year **2022-2023** Budget for the Board of County Commissioners of Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Amendment of Fiscal Year 2022-2023 Budget.

A. Amendment(s) to Revenue.

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
001-331910-00	ELECTIONS FEDERAL HHS GRANT	\$ 69,452.00
	Total Increase in Revenue	\$ 69,452.00

B. Amendment(s) to Expenditures.

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **General Fund** in the amount of **\$69,452** as follows:

	Expenditures	
001-10-513-34000-01	SERVICE/MAINT AGREEMENT (GRANTS)	\$ 11,221.00
001-10-513-52300-01	COMPUTER SOFTWARE (GRANTS)	\$ 13,800.00
001-10-513-52641-01	NEW EQUIPMENT UNDER \$5000 (GRANTS)	\$ 44,431.00
	Total Increase in Expenditures	\$ 69,452.00

Section 4. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this **5th** day of **December 2023**.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its Chairman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$1,293,919** INCREASE IN REVENUE AND EXPENDITURES IN THE **GENERAL FUND**.

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Bradford County, Florida that their **General Fund** is under allocated in appropriation, which was caused by unexpected expenditures; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as of this date, reviewed the **2022-2023** Budget and determined that there will be an increase in unanticipated revenue in the **General Fund** in the amount of **\$1,293,919**; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to amend the Fiscal Year **2022-2023** budget to reflect these changes.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the recitals above and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of amending the Fiscal Year **2022-2023** Budget for the Board of County Commissioners of Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Amendment of Fiscal Year 2022-2023 Budget.

A. Amendment(s) to Revenue.

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
001-334410-00	DEO AIRPORT GRANT REVENUE	\$ 1,293,919.00
	Total Increase in Revenue	\$ 1,293,919.00

B. Amendment(s) to Expenditures.

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **General Fund** in the amount of **\$1,293,919** as follows:

	Expenditures	
001-92-542-63000-06	CONSTRUCTION OF ACCESS ROADWAY	\$ 1,293,919.00
	Total Increase in Expenditures	\$ 1,293,919.00

Section 4. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this **5th** day of **December 2023**.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its Chairman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING (1) AN **\$84,409** INCREASE IN REVENUE AND EXPENDITURES IN THE **ONE CENT SALES TAX FUND** RESULTING FROM A PRIOR YEAR AUDIT ADJUSTMENT AND (2) AN **\$84,409** INCREASE IN REVENUE AND EXPENDITURES IN THE **GENERAL FUND** RESULTING FROM THE FINAL TRANSFER TO CLOSE OUT THE ONE CENT SALES TAX FUND.

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Bradford County, Florida that their **One Cent Sales Tax Fund** and their **General Fund** are under allocated in appropriation, which was caused by a prior year audit adjustment and resulting transfer; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as of this date, reviewed the **2022-2023** Budget and determined that there will be an increase in unanticipated revenue in the **One Cent Sales Tax Fund** and an increase in transfers to the **General Fund**, both in the amount of **\$84,409**; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to amend the Fiscal Year **2022-2023** budget to reflect these changes.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the recitals above and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of amending the Fiscal Year **2022-2023** Budget for the Board of County Commissioners of Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Amendment of Fiscal Year **2022-2023** Budget.

A. Amendment of ONE CENT SALES TAX Fund.

i. Amendment(s) to ONE CENT SALES TAX Fund Revenue

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
101-361100-00	INTEREST EARNED	\$ 300.00
101-389900-00	BALANCE FORWARD - CASH	\$ 84,109.00
	Total Increase in Revenue	\$ 84,409.00

ii. Amendment(s) to ONE CENT SALES TAX Fund Expenditures

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **One Cent Sales Tax Fund** in the amount of **\$84,409** as follows:

	Expenditures	
101-70-581-91990-00	TRF OUT - GENERAL FUND	\$ 84,409.00
	Total Increase in Expenditures	\$ 84,409.00

B. Amendment of GENERAL Fund.

i. Amendment(s) to GENERAL Fund Revenue

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
001-381470-00	TRF IN - ONE CENT SALES TAX	\$ 84,409.00
	Total Increase in Revenue	\$ 84,409.00

ii. Amendment(s) to GENERAL Fund Expenditures

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **General Fund** in the amount of **\$84,409** as follows:

	Expenditures	
001-01-511-99000-00	RESERVE FOR CONTINGENCY	\$ 84,409.00
	Total Increase in Expenditures	\$ 84,409.00

Section 4. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this **5th** day of **December 2023**.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its Chairman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$305,676** INCREASE IN REVENUE AND EXPENDITURES IN THE **ROAD DEPARTMENT FUND**.

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Bradford County, Florida that their **Road Department Fund** is under allocated in appropriation, which was caused by unexpected expenditures; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as of this date, reviewed the **2022-2023** Budget and determined that there will be an increase in unanticipated revenue in the **Road Department Fund** in the amount of **\$305,676**; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to amend the Fiscal Year **2022-2023** budget to reflect these changes.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the recitals above and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of amending the Fiscal Year **2022-2023** Budget for the Board of County Commissioners of Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Amendment of Fiscal Year 2022-2023 Budget.

A. Amendment(s) to Revenue.

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
105-334494-14	SCOP - SE 49TH AVE SE 92ND TO CR18	\$ 305,676.00
	Total Increase in Revenue	\$ 305,676.00

B. Amendment(s) to Expenditures.

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **Road Department Fund** in the amount of **\$305,676** as follows:

	Expenditures	
105-26-541-63180-00	SCOP - SE 49TH AVE SE 92ND TO CR1	\$ 305,676.00
	Total Increase in Expenditures	\$ 305,676.00

Section 4. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this **5th** day of **December 2023**.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its Chairman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$552,000** INCREASE IN REVENUE AND EXPENDITURES IN THE **FIRE RESCUE FUND**.

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Bradford County, Florida that their **Fire Rescue Fund** is under allocated in appropriation, which was caused by unexpected expenditures; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as of this date, reviewed the **2022-2023** Budget and determined that there will be an increase in unanticipated revenue in the **Fire Rescue Fund** in the amount of **\$552,000**; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to amend the Fiscal Year **2022-2023** budget to reflect these changes.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the recitals above and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of amending the Fiscal Year **2022-2023** Budget for the Board of County Commissioners of Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Amendment of Fiscal Year 2022-2023 Budget.

A. Amendment(s) to Revenue.

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
111-342600-00	EMT AMBULANCE SER FEES	\$ 552,000.00
	Total Increase in Revenue	\$ 552,000.00

B. Amendment(s) to Expenditures.

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **Fire Rescue Fund** in the amount of **\$552,000** as follows:

	Expenditures	
111-54-526-12000-00	REGULAR SALARIES & WAGES	\$ 352,000.00
111-54-526-14000-00	OVERTIME	\$ 200,000.00
	Total Increase in Expenditures	\$ 552,000.00

Section 4. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this **5th** day of **December 2023**.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its Chairman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

RESOLUTION 2023 - _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA APPROVING A **\$52,000** INCREASE IN REVENUE AND EXPENDITURES IN THE **FIRE RESCUE FUND**.

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Bradford County, Florida that their **Fire Rescue Fund** is under allocated in appropriation, which was caused by unexpected expenditures; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida, as of this date, reviewed the **2022-2023** Budget and determined that there will be an increase in unanticipated revenue in the **Fire Rescue Fund** in the amount of **\$52,000**; and

WHEREAS, the Board of County Commissioners of Bradford County, Florida desires to amend the Fiscal Year **2022-2023** budget to reflect these changes.

NOW THEREFORE, be it resolved by the Board of County Commissioners of Bradford County, Florida as follows:

Section 1. Adoption and Incorporation of Recitals.

The Board of County Commissioners of Bradford County, Florida adopts the recitals above and incorporates them herein as part and parcel of this resolution.

Section 2. Purpose and Authority of Resolution.

This resolution is adopted for the purpose of amending the Fiscal Year **2022-2023** Budget for the Board of County Commissioners of Bradford County, Florida and is adopted pursuant to the authority granted by Chapter 125, *Florida Statutes*.

Section 3. Amendment of Fiscal Year **2022-2023** Budget.

A. Amendment(s) to Revenue.

The Board of County Commissioners of Bradford County, Florida approves the following increase, not to exceed the amounts provided below, in revenue to reflect the unanticipated revenue as listed in the following breakdown:

	Revenue	
111-334620-02	STATE GRANT I EMERGENCY	\$ 52,000.00
	Total Increase in Revenue	\$ 52,000.00

B. Amendment(s) to Expenditures.

The above-outlined receipts not having been anticipated, pursuant to Section 129.06(2)(d), *Florida Statutes*, the Board of County Commissioners of Bradford County, Florida approves the following increase in appropriations in the **Fire Rescue Fund** in the amount of **\$52,000** as follows:

	Expenditures	
111-54-526-64000-02	NEW EQUIP OVER \$5000-STATE GRANT	\$ 52,000.00
	Total Increase in Expenditures	\$ 52,000.00

Section 4. Effective Date of Resolution.

This resolution shall be effective immediately upon adoption by the Board of County Commissioners of Bradford County, Florida.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting, this **5th** day of **December 2023**.

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

By: CAROLYN SPOONER, its Chairman

ATTEST:

By: DENNY THOMPSON, as
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM 2024 BoCC Meeting Dates

DEPARTMENT: County Manager

PURPOSE: Set the Dates and any needed adjustments to the 2024 BoCC Meeting Schedule

**Board of County Commissioners of Bradford County, Florida
2024 Meeting Dates**

January 2, 2024	Tuesday	9:30 AM	
January 18, 2024	Thursday	6:30 PM	
February 6, 2024	Tuesday	9:30 AM	
February 15, 2024	Thursday	6:30 PM	
March 5, 2024	Tuesday	9:30 AM	
March 21, 2024	Thursday	6:30 PM	
April 2, 2024	Tuesday	9:30 AM	
April 18, 2024	Thursday	6:30 PM	
May 7, 2024	Tuesday	9:30 AM	
May 16, 2024	Thursday	6:30 PM	Meetings 9 days apart, suggest rescheduling to May 23 rd .
June 4, 2024	Tuesday	9:30 AM	
June 20, 2024	Thursday	6:30 PM	
July 2, 2024	Tuesday	9:30 AM	
July 18, 2024	Thursday	6:30 PM	
August 6, 2024 Early Voting	Tuesday	9:30 AM	Recommend moving to Charlie Johns Center- Confirmed available.
August 15, 2024 Early Voting	Thursday	6:30 PM	Recommend Rescheduling to August 22, 2024 or holding at Charlie Johns Center
September 3, 2024	Tuesday	9:30 AM	
September 19, 2024	Thursday	6:30 PM	FAC Innovation and Policy Conference Recommend rescheduling to Tuesday, September 17 th or Cancelling
October 1, 2024	Tuesday	9:30 AM	
October 17, 2024	Thursday	6:30 PM	
November 5, 2024	Tuesday	9:30 AM	
November 21, 2024	Thursday	6:30 PM	

Board of County Commissioners of Bradford County, Florida
2024 Meeting Dates

December 3, 2024	Tuesday	9:30 AM	
December 19, 2024	Thursday	6:30 PM	

DRAFT

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM Road Project Updates

DEPARTMENT: County Manager/Public Works

PURPOSE: Update on Road Projects throughout Bradford County

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: December 5, 2023

AGENDA ITEM Professional Planning Services

DEPARTMENT: County Manager

PURPOSE: Two proposals for planning services have been received by the County Manager's office. The following two proposals are attached:

1. North Central Florida Regional Planning Council
2. CHW Inc



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 10, 2023

TO: Scott Kornegay, County Manager
FROM: Scott R. Koons, AICP, Executive Director
SUBJECT: Community Planning Services

The North Central Florida Regional Planning Council provides community planning services to north central Florida counties and cities pursuant to annual local government comprehensive planning assistance agreements. **The cost for the County for these services is \$13,000 annually.** Council staff services include the following items.

- Provide technical assistance interpretations of the County Comprehensive Plan;
- Provide technical assistance interpretations of the County Land Development Regulations;
- Prepare and process County Comprehensive Plan text amendments;
- Prepare and process Land Development Regulations text amendments;
- Process County Comprehensive Plan Future Land Use Plan Map amendments;
- Process County Land Development Regulations Official Zoning Atlas amendments;
- Prepare Planning and Zoning Board public hearing notices;
- Prepare Board of County Commissioners public hearing notices;
- Prepare Board of County Commissioners notices of enactment of ordinances;
- Draft Planning and Zoning Board resolutions subject to County Attorney legal form review;
- Draft Board of County Commissioners ordinances subject to County Attorney legal form review;
- Maintain geographic information system parcel-based Existing Land Use Map;
- Maintain geographic information system parcel-based Future Land Use Plan Map;
- Maintain geographic information system parcel-based Official Zoning Atlas;
- Maintain Future Land Use Plan Map Series;
- Prepare concurrency management assessments identifying capacity impacts to public facilities; and
- Prepare environmental site characteristics reports.

As part of an annual local government comprehensive planning agreement, Council staff assists the County with the completion of the statutorily required seven-year evaluation of the County Comprehensive Plan, pursuant to Section 163.3191, Florida Statutes, to identify any amendments to the County Comprehensive Plan to comply with changes in statutory requirements, prepare the comprehensive plan evaluation letter, and prepare and process the adoption of the evaluation-based comprehensive plan amendments at no additional cost.

In addition, as part of an annual local government comprehensive planning agreement, Council staff is available upon request to provide training for County staff and Board members at no additional cost.

xc: Randall Andrews, Zoning Director
Rich Komando, County Attorney

I:\lga contracts\2024\ncfrpc bradford county comprehensive planning services memorandum.docx

FISCAL YEAR 2024

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 _____ 2023, 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, 2023 and shall end on September 30, 2024. 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

Diane Andrews
Chair

NORTH CENTRAL FLORIDA
REGIONAL PLANNING COUNCIL

Attest:

Seal

Scott R. Koons
Executive Director

Janice D. Mortimer
Chair

APPENDIX A
SCOPE OF SERVICES
FOR THE
FISCAL YEAR 2024

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.

October 26, 2023

Scott Kornegay, MPA
County Manager
945 North Temple Avenue
Starke, Florida 32091
scott_kornegay@bradfordcountyfl.gov

RE: Professional Planning Assistance Services
Bradford County Florida

Dear Scott

It was a pleasure meeting with you and your staff regarding the City's need for general Professional Land Planning Services. CHW is currently under a continuing services contract with Bradford County that allows us to provide professional services to the County including Professional Land Planning Services. As we discussed, Bradford County currently is a member of the North Florida Regional Planning Council and gets various services from the Council for an annual fee plus reimbursement on a task specific basis. This proposal is to provide you with general land planning support services based upon our current approved rates or for the flat fees indicated with no initial commitment/fee that you currently encounter with the NFRPC.

CHW will provide the following scope of services to include but not limited to General Planning Services:

1. General Technical Assistance

Tasks in this section may include but not be limited to:

- Conducting research, answering questions, and assisting with comprehensive plan and/or land development regulations interpretations;
- Respond to public inquiries related to Future Land Use and/or Zoning designations, permissible uses, and the Planning / Development Review processes; and
- Provide Annexation support services such as preparation of Annexation support materials, Urban Services Reports, and Commission agenda items.

The tasks outlined in this section will be provided at the **CHW 2024 hourly rates** provided as an attachment to this proposal. These services will only be provided when requested by the Bradford County Board of County Commissioners (BoCC), County Manager, or other authorized personnel.

2. Amendment Assistance

Tasks in this section shall include Comprehensive Plan Amendments and/or Rezoning initiated by the Board of County Commissioners, amendments required by State legislation, and/or privately initiated applications. Tasks shall include but not be limited to:

- Prepare staff reports for the requested applications, including:
 - GIS Mapping
 - Comprehensive Plan and LDR Consistency Analysis
 - Concurrency Management Calculations
 - Desktop Environmental Analysis
- Prepare public hearing notices;
- Prepare BoCC notices of enactment or ordinances;
- Prepare draft Planning and Zoning Board resolutions subject to County Attorney legal form review;
- Prepare draft BoCC Ordinances subject to County Attorney legal form review;
- Present applications at public hearings;

-
- Maintain County's GIS database reflecting changes to the Future Land Use Map and Official Zoning Atlas resulting from approved amendments and/or rezonings.

Tasks in this section shall be provided for a lump sum fee of **\$3,000 per Comprehensive Plan Amendment or Rezoning application to be reviewed or processed.**

3. Additional Services

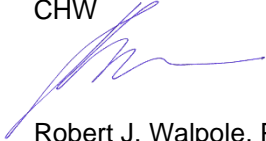
CHW is also available to provide additional professional planning services, such as:

- Community Visioning
- Special Area Master Plans
- Creation of new Future Land Use and/or Zoning Districts or Overlay Districts

Fees for these additional services will be determined based on an agreed upon scope of services for each requested task.

We trust this proposal meets with your approval and the Board of County Commissioners and we look forward to working alongside Bradford County staff as your Professional Land Planners.

Sincerely,
CHW



Robert J. Walpole, PE
CEO/ President

N:\2023\23-0775\Admin & Information\02_Proposal & Contracts\Client\Drafts\PROP 231026 Bradford County Development Review Services .01.docx

CHW 2024 Standard Rates

Effective July 1, 2023 – June 20, 2024



Civil Engineering Division	Rate
Director Engineering	\$ 225.00/hr.
Senior Project Manager	\$ 185.00/hr.
Project Manager/Professional Engineer	\$ 170.00/hr.
Project Engineer	\$ 135.00/hr.
Construction Engineering Inspections Division	Rate
Director Construction Services	\$ 225.00/hr.
Construction Project Manager	\$ 150.00/hr.
Senior Inspector/Supervisor	\$ 115.00/hr.
Inspector	\$ 105.00/hr.
Planning Division	Rate
Director Planning & G.I.S. Services	\$ 225.00/hr.
Senior Project Manager	\$ 185.00/hr.
Senior Planner	\$ 170.00/hr.
Land Planner	\$ 135.00/hr.
Design Division	Rate
Director Landscape Architecture	\$ 225.00/hr.
Senior Project Manager/Professional Landscape Architect	\$ 185.00/hr.
Project Manager/Professional Landscape Architect	\$ 170.00/hr.
Project Landscape Architect	\$ 135.00/hr.
Designer	\$ 120.00/hr.
Land Surveying Division	Rate
Director/Professional Surveyor & Mapper	\$ 225.00/hr.
Senior Project Manager	\$ 185.00/hr.
Professional Surveyor & Mapper	\$ 170.00/hr.
Chief of Surveys/Project Surveyor	\$ 135.00/hr.
2-Man Field Crew	\$ 166.00/hr.
3-Man Field Crew	\$ 210.00/hr.
GPS Field Operator/Robotics (1-man)	\$ 130.00/hr.
Field Technician	\$ 85.00/hr.
Ecological Division	Rate
Senior Ecologist	\$225.00/hr
Ecologist III	\$130.00/hr
Ecologist II	\$115.00/hr
Ecologist I	\$100.00/hr
All Divisions	Rate
Depositions/Expert Witness	\$500.00/hr.
Principals/Vice Presidents	\$275.00/hr.
Director of Marketing + Communications	\$200.00/hr.
Digital Communications Specialist	\$130.00/hr.
Graphic Designer	\$130.00/hr.
Senior CADD/GIS Designer	\$130.00/hr.
CADD Designer II/GIS Technician	\$120.00/hr.
CADD Designer I/GIS Technician	\$100.00/hr.
Project Coordinator	\$ 80.00/hr.
Project Interns	\$ 70.00/hr.
Project Assistant / Administrative Assistant	\$ 70.00/hr.

AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

Causeaux, Hewett & Walpole, Inc.
11801 Research Dr.
Alachua, FL. 32615
Phone: (352) 331-1976
Email: walpole@chw-inc.com

CLIENT:

Bradford County BOCC
945 North Temple Avenue
Starke, Florida 32091
Phone:
Email: scott_kornegay@bradfordcountyfl.gov

CLIENT retains and authorizes **CONSULTANT** to perform the following services:

1) **SCOPE:** The specific scope of **CONSULTANT'S** services is as described by that letter proposal dated October 26, 2023, referencing Professional Planning Assistance Services ("Letter Proposal"), and upon execution by the parties, are incorporated by reference. Reference to this Agreement shall include all provisions of the Letter Proposal. In the event any of the terms or conditions of this Agreement require further interpretation, **CONSULTANT'S** reasonable good faith interpretation of these documents, including this Agreement and the Letter Proposal, shall be presumed correct.

CONSULTANT agrees to serve as the **CLIENT'S** professional consultant services to **CLIENT** on the Project described in the Letter Proposal during the performance of **CONSULTANT'S** professional services, but only to the extent described in the Letter Proposal.

2) **COMPENSATION:** **CONSULTANT** shall receive fees and reimbursement of costs as described in the Letter Proposal. When compensation is based on a cost-reimbursable basis, a service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes, if any, shall be added to **CONSULTANT'S** compensation when invoicing **CLIENT**.

3) **OTHER TERMS:** Services to be performed under this Agreement shall be performed in accordance with the **STANDARD PROVISIONS** stated on the back of this form, and any attachments or schedules. This Agreement supersedes all prior agreements and understanding, and may only be changed by a writing executed by both parties.

Agreed to by **CLIENT:**

By: _____

Printed Name: _____

Title: _____

Date: _____

Agreed to by **Causeaux, Hewett & Walpole, Inc.:**

By: _____

Printed Name: Robert J. Walpole, P.E.

Title: President

Date: _____

Valid Signature for Entity Checked: _____

CHW Representative Initials & Date: _____

STANDARD PROVISIONS

A. Representation; Authorization to Proceed. CLIENT and the person signing individually jointly and severally represent and warrant: i) CLIENT is the owner of the property subject to the services to be performed by CONSULTANT; or ii) CLIENT has written authority on behalf of the owner of the property to contract as described in this AGREEMENT and CONSULTANT is authorized to proceed with the professional services described herein. CLIENT shall furnish proof of ownership or authority upon request of CONSULTANT, and the CLIENT and individual signing shall indemnify CONSULTANT and hold CONSULTANT harmless for any and all claims arising from the failure of CLIENT to own or have authority hereunder. CONSULTANT shall have a lien on all real property for services rendered in connection with this Agreement, including reasonable attorney's fees and costs incurred in collection.

B. Per Diem Rates. CONSULTANT's Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the Project by CONSULTANT's employees for the indicated classifications. These rates are subject to annual adjustments and include all allowances for salary, overheads, and fees, but do not include allowances for Direct Expenses.

C. Direct Expenses. CONSULTANT's Direct Expenses are those necessary costs and charges incurred for the services to be performed under this Agreement including, but not limited to, the direct costs of transportation, meals and lodging, mail, subcontracts and outside services, materials, supplies, and equipment.

D. Opinions. CONSULTANT may provide to CLIENT opinions and other economic information based on CONSULTANT's experience and judgment. Nonetheless, CONSULTANT has no control over market conditions, bidding procedures and other variables, and any opinions or evaluations are made by CONSULTANT in good faith only, and shall not constitute any type of warranty as to accuracy. CONSULTANT specifically represents that bids, construction costs and other economic forecasts often differ, and are only probable estimates.

E. Standard of Care. The Standard of Care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers, surveyors, planners or consultants performing the same or similar services at the time CONSULTANT's professional services are performed. CONSULTANT may also rely on actions, opinions and other information provided by others involved in the Project as CONSULTANT performs its professional services. CLIENT shall timely place at CONSULTANT's disposal any and all tests, surveys and other information that may affect the professional services to be provided herein, and shall provide prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect or other matter that may affect CONSULTANT's ability to provide professional services. In the event CONSULTANT reasonably believes an action is required or of need in order for CONSULTANT to timely complete CONSULTANT's professional services under this Agreement, and such action may not be timely completed, CLIENT hereby authorizes and empowers CONSULTANT to take such action, if, and only if, CONSULTANT desires and is able to do so, and CONSULTANT shall bill for the professional services rendered as an additional professional service.

F. Termination. This AGREEMENT may be terminated by either party without cause on 30 days written notice. Additionally, if CONSULTANT reasonably determines it is unable to perform its services due to the action or inaction of CLIENT or its agents, CONSULTANT may terminate for cause upon five days notice to CLIENT. In the event of termination other than for cause, CONSULTANT shall be entitled to be paid for services rendered, and if this Agreement is on a fixed or similar type of compensation arrangement, then CONSULTANT shall be entitled to its reasonable estimate of the compensation arrangement. In the event of termination for cause, CONSULTANT shall be paid in full for all professional services contracted for herein, plus any costs associated with termination, including, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

G. Payments. Periodic invoices will be submitted by CONSULTANT for services provided under this AGREEMENT. In the event of a fixed fee for any service, the invoice submitted shall represent a reasonable billing installment only. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum rate permitted by law (if less), shall be charged on all past-due amounts starting 30 days after the date of the invoice. Payment shall first be credited to interest, and then to principal. In the event of a good faith dispute as to the invoice amount, only that portion so disputed shall be withheld from payment, and the undisputed portion shall be paid. No interest shall accrue on any contested portion of the invoice until sixty days after disputed. CONSULTANT is given, as a result of the professional services rendered, all general, possessory or retaining liens, and all special or charging liens, known to the common law, or prescribed by statute, on the project and property, and shall be entitled to reasonable attorney fees and costs incurred in collection.

H. Limitation of Liability. To the maximum extent permitted by law, notwithstanding any other provision herein (including the Letter Proposal), CONSULTANT's liability for CLIENT's damages for any cause or combination of causes, including, but not limited to, in tort, strict liability, statutory liability, warranty, contract, or otherwise, shall, in the aggregate, not exceed the compensation received by CONSULTANT under this AGREEMENT. Nonetheless, the limitations described under this paragraph shall not apply to

willful, wanton or reckless misconduct or gross negligence of CONSULTANT. **PURSUANT TO FLORIDA STATUTES SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF DESIGN PROFESSIONAL MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.**

I. Severability and Survival. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of all remaining provisions shall not be impaired thereby. Additionally, the limitation of liability, indemnities, and any other express representations described in this Agreement shall survive termination of this AGREEMENT.

J. Hazardous Substances. CLIENT shall indemnify and hold harmless CONSULTANT from any and all claims, damages, losses and costs, including attorney's fees, arising out of or relating to the presence of hazardous substances or contaminants in connection with this Agreement, unless said hazardous substance or contaminant relates solely to acts by CONSULTANT.

K. Interpretation. The laws of the State of Florida shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it, including that the appropriate state court in Alachua County, Florida, shall be the sole proper and convenience venue for any legal proceedings arising out of or related to this Agreement and the transactions contemplated by this Agreement. Each party waives any defense, whether asserted by motion or pleadings to a jury trial, and that Alachua County, Florida, is an improper or inconvenience venue. This Agreement shall be construed under and governed by the laws of Florida. For purposes of this Agreement, CONSULTANT shall include any of its employees, agents, officers, directors, owners, affiliated organizations, and subcontractors.

L. No Third Party Beneficiaries. This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CONSULTANT, and has no third party beneficiaries.

M. Complete Agreement. This is the complete understanding and agreement between the parties associated with the matters contained herein, and supersedes all other agreements between the parties. No waiver or modification of this Agreement, or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith. No evidence of any waiver or modification shall be offered or received in evidence of any proceeding or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed as aforesaid. Further, the parties agree that the provisions of this section may not be waived except as herein set forth.

N. Materials and Samples. Any items, materials, samples, or substances taken by CONSULTANT for testing, analysis, or other evaluation shall be returned within 60 days of completion of the professional services provided by CONSULTANT, unless otherwise agreed. CLIENT recognizes and agrees that CONSULTANT is acting as a bailee, and at no time assumes title to said items, materials, samples, or substances.

O. Successors & Assigns. The parties binds themselves and their partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of the other party, in respect to all covenants of this agreement. Neither party shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other party. Nothing shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party to this agreement, nor shall it be construed as giving any rights or benefits to anyone other than the parties to this agreement.

P. Other. _____

October 26, 2023

Scott Kornegay, MPA
County Manager
945 North Temple Avenue
Starke, Florida 32091
scott_kornegay@bradfordcountyfl.gov

RE: Professional Land Planning Services – Development Review
Bradford County Florida

Dear Scott

It was a pleasure meeting with you and your staff regarding the City's need for general Development Review Services. CHW is currently under a continuing services contract with Bradford County that allows us to provide professional services to the County including Development Review Services. As we discussed, Bradford County is currently a member of the North Florida Regional Planning Council and gets various services from the Council for an annual fee plus reimbursement on a task specific basis. This proposal is to provide you with Development Review services based upon our current approved rates or for the flat fees indicated with no initial commitment/fee that you currently encounter with the NFRPC.

CHW will provide the following scope of services to include but not limited to General Planning Services:

- 1. Development Review:** CHW staff will provide planning and engineering reviews of all development review applications, present the items as staff to the planning and zoning/commission and assist Bradford County staff with the agenda and advertising for all items;

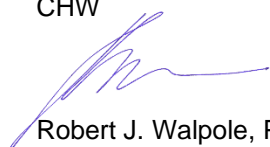
Development Review is proposed to be invoiced as follows:

Commercial Review (0-2 acres)	\$ 1,000.00 per review
Commercial Review (2.1- 5 acres)	\$ 2,000.00 per review
Commercial Review (> 5 acres)	\$ 2,000.00 plus \$100 per acre over 5 acres.
Subdivision Review	\$ 1,000 plus \$10 per lot.

All other services will be based on a scope of work that is developed between the County and CHW for each specific task and will be based on our standard hourly rates in our existing contract.

We trust this proposal meets with your approval and the Board of County Commissioners and we look forward to working alongside Bradford County staff as your Professional Land Planners.

Sincerely,
CHW



Robert J. Walpole, PE
CEO/ President

AGREEMENT FOR PROFESSIONAL SERVICES

CONSULTANT:

Causeaux, Hewett & Walpole, Inc.
11801 Research Dr.
Alachua, FL. 32615
Phone: (352) 331-1976
Email: walpole@chw-inc.com

CLIENT:

Bradford County BOCC
945 North Temple Avenue
Starke, Florida 32091
Phone:
Email: scott_kornegay@bradfordcountyfl.gov

CLIENT retains and authorizes **CONSULTANT** to perform the following services:

1) **SCOPE:** The specific scope of **CONSULTANT'S** services is as described by that letter proposal dated October 26, 2023, referencing Professional Land Planning Services - Development Review ("Letter Proposal"), and upon execution by the parties, are incorporated by reference. Reference to this Agreement shall include all provisions of the Letter Proposal. In the event any of the terms or conditions of this Agreement require further interpretation, **CONSULTANT'S** reasonable good faith interpretation of these documents, including this Agreement and the Letter Proposal, shall be presumed correct.

CONSULTANT agrees to serve as the **CLIENT'S** professional consultant services to **CLIENT** on the Project described in the Letter Proposal during the performance of **CONSULTANT'S** professional services, but only to the extent described in the Letter Proposal.

2) **COMPENSATION:** **CONSULTANT** shall receive fees and reimbursement of costs as described in the Letter Proposal. When compensation is based on a cost-reimbursable basis, a service charge of 15 percent will be added to Direct Expenses. All sales, use, value added, business transfer, gross receipts, or other similar taxes, if any, shall be added to **CONSULTANT'S** compensation when invoicing **CLIENT**.

3) **OTHER TERMS:** Services to be performed under this Agreement shall be performed in accordance with the **STANDARD PROVISIONS** stated on the back of this form, and any attachments or schedules. This Agreement supersedes all prior agreements and understanding, and may only be changed by a writing executed by both parties.

Agreed to by **CLIENT:**

Agreed to by **Causeaux, Hewett & Walpole, Inc.:**

By: _____

By: _____

Printed Name: _____

Printed Name: Robert J. Walpole, P.E.

Title: _____

Title: President

Date: _____

Date: _____

Valid Signature for Entity Checked: _____

CHW Representative Initials & Date: _____

STANDARD PROVISIONS

A. Representation; Authorization to Proceed. CLIENT and the person signing individually jointly and severally represent and warrant: i) CLIENT is the owner of the property subject to the services to be performed by CONSULTANT; or ii) CLIENT has written authority on behalf of the owner of the property to contract as described in this AGREEMENT and CONSULTANT is authorized to proceed with the professional services described herein. CLIENT shall furnish proof of ownership or authority upon request of CONSULTANT, and the CLIENT and individual signing shall indemnify CONSULTANT and hold CONSULTANT harmless for any and all claims arising from the failure of CLIENT to own or have authority hereunder. CONSULTANT shall have a lien on all real property for services rendered in connection with this Agreement, including reasonable attorney's fees and costs incurred in collection.

B. Per Diem Rates. CONSULTANT's Per Diem Rates, when stated as basis of compensation, are those hourly rates charged for work performed on the Project by CONSULTANT's employees for the indicated classifications. These rates are subject to annual adjustments and include all allowances for salary, overheads, and fees, but do not include allowances for Direct Expenses.

C. Direct Expenses. CONSULTANT's Direct Expenses are those necessary costs and charges incurred for the services to be performed under this Agreement including, but not limited to, the direct costs of transportation, meals and lodging, mail, subcontracts and outside services, materials, supplies, and equipment.

D. Opinions. CONSULTANT may provide to CLIENT opinions and other economic information based on CONSULTANT's experience and judgment. Nonetheless, CONSULTANT has no control over market conditions, bidding procedures and other variables, and any opinions or evaluations are made by CONSULTANT in good faith only, and shall not constitute any type of warranty as to accuracy. CONSULTANT specifically represents that bids, construction costs and other economic forecasts often differ, and are only probable estimates.

E. Standard of Care. The Standard of Care applicable to CONSULTANT's services shall be the degree of skill and diligence normally employed by professional engineers, surveyors, planners or consultants performing the same or similar services at the time CONSULTANT's professional services are performed. CONSULTANT may also rely on actions, opinions and other information provided by others involved in the Project as CONSULTANT performs its professional services. CLIENT shall timely place at CONSULTANT's disposal any and all tests, surveys and other information that may affect the professional services to be provided herein, and shall provide prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect or other matter that may affect CONSULTANT's ability to provide professional services. In the event CONSULTANT reasonably believes an action is required or of need in order for CONSULTANT to timely complete CONSULTANT's professional services under this Agreement, and such action may not be timely completed, CLIENT hereby authorizes and empowers CONSULTANT to take such action, if, and only if, CONSULTANT desires and is able to do so, and CONSULTANT shall bill for the professional services rendered as an additional professional service.

F. Termination. This AGREEMENT may be terminated by either party without cause on 30 days written notice. Additionally, if CONSULTANT reasonably determines it is unable to perform its services due to the action or inaction of CLIENT or its agents, CONSULTANT may terminate for cause upon five days notice to CLIENT. In the event of termination other than for cause, CONSULTANT shall be entitled to be paid for services rendered, and if this Agreement is on a fixed or similar type of compensation arrangement, then CONSULTANT shall be entitled to its reasonable estimate of the compensation arrangement. In the event of termination for cause, CONSULTANT shall be paid in full for all professional services contracted for herein, plus any costs associated with termination, including, but not limited to, reassignment of personnel, subcontract termination costs, and related close-out costs.

G. Payments. Periodic invoices will be submitted by CONSULTANT for services provided under this AGREEMENT. In the event of a fixed fee for any service, the invoice submitted shall represent a reasonable billing installment only. Invoices are due and payable on receipt. Interest at a rate of 1-1/2 percent per month, or the maximum rate permitted by law (if less), shall be charged on all past-due amounts starting 30 days after the date of the invoice. Payment shall first be credited to interest, and then to principal. In the event of a good faith dispute as to the invoice amount, only that portion so disputed shall be withheld from payment, and the undisputed portion shall be paid. No interest shall accrue on any contested portion of the invoice until sixty days after disputed. CONSULTANT is given, as a result of the professional services rendered, all general, possessory or retaining liens, and all special or charging liens, known to the common law, or prescribed by statute, on the project and property, and shall be entitled to reasonable attorney fees and costs incurred in collection.

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P. Other. _____