

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

March 16, 2023
6:30 P.M.

Bradford County Courthouse
945 North Temple Avenue
Starke, Florida 32091

AGENDA

Meeting called to Order by Chairwoman Diane Andrews

1. Public Hearing – Enactment of Ordinances – Randy Andrews, Zoning Director.

A. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, **S230209A**, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM PUBLIC TO AGRICULTURE-2 (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY 1.2.2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

(Ask for public comments prior to motion and vote)

B. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF MORE THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, **Z 23-01**, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM CONSERVATION (CSV) TO AGRICULTURAL-2 (A-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

(Ask for public comments prior to motion and vote)

C. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND PURSUANT TO AN APPLICATION, **S230220A**, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR

CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

(Ask for public comments prior to motion and vote)

D. AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, **Z 23-02**, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM RESIDENTIAL, SINGLE FAMILY-1 (RSF-1) TO COMMERCIAL INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

(Ask for public comments prior to motion and vote)

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 speaking;
- 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 Items:

- A. Consider approval of a SHIP Rehabilitation Satisfaction of Mortgage as the terms of the mortgage have expired – **Harris**. (These are older files therefore they do not have file numbers)
- B. Please consider approval of a CDBG Tornado assistance Satisfaction of Mortgage for a demo/reconstruction as the terms of the mortgage have expired – **Petersen**. (These are older files therefore they do not have file numbers)
- C. Consider approval of an Interagency / Public Works Agreement between Bradford County and Lawtey Correctional Institution.

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

5. Sheriff Reports – Gordon Smith, Sheriff

- A. 911 Grant for the maintenance funding for Solacom, MEVO phones, ArcGIS Addresser.
- B. Approval of Request for Funding of SmartSafety Software. Easy Street Draw – 42 Licenses – Traffic Crash Software. **Cost \$7,938.00**. (IGCF approved on 3/1/23)
- C. Approval of Request for Funding of Insight – NetMotion Platform to add ten (10) additional Licenses. **Cost \$637.50 (\$63.75 per License)**. (IGCF approved on 3/1/23)

Action Item

Action Item

Action Item

6. County Manager Reports – County Manager Scott Kornegay
7. County Attorney Reports – Rich Komando
8. Commissioner’s Comments
9. 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 proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: March 16th, 2023

AGENDA ITEM: Consider approval of S230209A (Bradford County, Fl.) - Land Use Change
for Bradford County Parcel Number 05410-0-00100.

IA

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Bradford County, Fl., seeks approval to amend the Future Land Use Plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Fifty or less acres of land, pursuant to an application, S230209A, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification **FROM PUBLIC TO AGRICULTURAL**

ASSOCIATED COST / REVENUE GENERATED: \$0.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Land Use from Public to Agricultural.

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S230209A.

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, S230209A, BY THE BOARD OF COUNTY COMMISSIONERS, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM PUBLIC TO AGRICULTURE-2 (LESS THAN OR EQUAL TO 1 DWELLING UNIT PER 5 ACRES, EXCEPT AS PROVIDED FOR IN POLICY I.2.2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Bradford County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Bradford County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described, below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, S230209A, by the Board of County Commissioners, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from PUBLIC to AGRICULTURE-2 (less than or equal to 1 dwelling unit per 5 acres, except as provided for in Policy I.2.2) on property described, as follows:

A parcel of land lying in Section 11, Township 8 South, Range 22 East, Bradford County, Florida. Being more particularly described, as follows: That portion of said Section 11, lying East of State Road 100.

Containing 37.88 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 16th day of March 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

Denny Thompson, County Clerk

Diane Andrews, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: March 16th, 2023

AGENDA ITEM: Consider approval of Z 23-01 (Bradford County, Fl.) – Zoning Change for
Bradford County Parcel Number 05410-0-00100

1B

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Bradford County, Fl., seek approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Thirty-seven (37) acres, more or less, pursuant to an application, Z 23-01, by the property owner of said acreage, providing for Changing the Zoning District from CONSERVATION (CSV) TO AGRICULTURAL-2 (AG-2).

ASSOCIATED COST/ REVENUE GENERATED: \$ 0.00

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Zoning District from Conservation (CSV) to Agricultural-2 (Ag-2).

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve Zoning change to Agricultural-2.

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF MORE THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-01, BY THE BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM CONSERVATION (CSV) TO AGRICULTURAL-2 (A-2) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Bradford County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Bradford County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to the Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 23-01, by the Board of County Commissioners, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district on certain lands, the zoning district is hereby changed from CONSERVATION (CSV) to AGRICULTURAL-2 (A-2) on property described, as follows:

A parcel of land lying in Section 11, Township 8 South, Range 22 East, Bradford County, Florida. Being more particularly described, as follows: That portion of said Section 11, lying East of State Road 100.

Containing 37.88 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State. The effective date of this amendment, Z 23-01, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, S230209A. If Future Land Use Plan Map Amendment, S230209A, does not become effective, this amendment, Z 23-01, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 23-01, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 16th day of March 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
OF BRADFORD COUNTY, FLORIDA

Denny Thompson, County Clerk

Diane Andrews, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: March 16th, 2023

AGENDA ITEM: Consider approval of S230220A (Sam Nadler) - Land Use Change for
Bradford County Parcel Number 05420-0-00401.

1C

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Sam Nadler, seeks approval to amend the Future Land Use Plan Map of the Bradford County Comprehensive Plan, as amended; relating to an amendment of Fifty or less acres of land, pursuant to an application, S230220A, by the property owner of said acreage, under the amendment procedures established in Sections 163.3161 through 163.3248, Florida Statutes, providing for changing the Land Use classification **FROM RESIDENTIAL TO COMMERCIAL**

ASSOCIATED COST / REVENUE GENERATED: \$1700.00 on 02/20/2023

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Land Use from Residential to Commercial.

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve said S230220A.

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE FUTURE LAND USE PLAN MAP OF THE BRADFORD COUNTY COMPREHENSIVE PLAN, AS AMENDED; RELATING TO AN AMENDMENT OF 50 OR LESS ACRES OF LAND, PURSUANT TO AN APPLICATION, S230220A, BY THE PROPERTY OWNER OF SAID ACREAGE, UNDER THE AMENDMENT PROCEDURES ESTABLISHED IN SECTIONS 163.3161 THROUGH 163.3248, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR CHANGING THE LAND USE CLASSIFICATION FROM RESIDENTIAL, LOW DENSITY (LESS THAN OR EQUAL TO 2 DWELLING UNITS PER ACRE) TO COMMERCIAL OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and implement a comprehensive plan;

WHEREAS, Sections 163.3161 through 163.3248, Florida Statutes, as amended, the Community Planning Act, empowers and requires the Board of County Commissioners to prepare, adopt and implement a comprehensive plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Bradford County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Bradford County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for amendment, as described below;

WHEREAS, the Board of County Commissioners held the required public hearing, with public notice having been provided, under the procedures established in Sections 163.3161 to 163.3248, Florida Statutes, as amended, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during the public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency and the Concurrency Management Assessment concerning said application for an amendment, as described below;

WHEREAS, the Board of County Commissioners has determined and found said application for an amendment, as described below, to be compatible with the Land Use Element objectives and policies, and those of other affected elements of the Comprehensive Plan; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described, below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, S230220A, by Samadhi Nadler, to amend the Future Land Use Plan Map of the Comprehensive Plan by changing the land use classification of certain lands, the land use classification is hereby changed from RESIDENTIAL, LOW DENSITY (less than or equal to 2 dwelling units per acre) to COMMERCIAL on property described, as follows:

A parcel of land lying in Section 12, Township 8 South, Range 22 East, Bradford County, Florida. Being more particularly described as follows: Commence at the intersection of the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 12, with the Northerly right-of-way line of Southeast 66th Street; thence North 00°01'23" East 300.00 feet, along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 12 to the Point of Beginning; thence South 88°46'56" West 470.86 feet; thence North 00°01'23" East 99.66 feet; thence South 88°46'56" West 400.00 feet to the Easterly right-of-way-line of State Road 100; thence North 32°38'56" East 357.31 feet, along the Easterly right-of-way-line of said State Road 100; thence North 57°21'04" West 50.00 feet; thence North 32°38'56" East 184.93 feet, along the Easterly right-of-way-line of said State Road 100; thence South 74°03'51" East 645.14 feet; thence South 00°01'23" West 387.56 feet, along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 12 to the Point of Beginning.

Containing 7.81 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this plan amendment shall be thirty-one (31) days following the date of adoption of this plan amendment. However, if any affected person files a petition with the Florida Division of Administrative Hearings pursuant to Section 120.57, Florida Statutes, as amended, to request a hearing to challenge the compliance of this plan amendment with Sections 163.3161 through 163.3248, Florida Statutes, as amended, within thirty (30) days following the date of adoption of this plan amendment, this plan amendment shall not become effective until the Florida Department of Economic Opportunity or the Florida Administration Commission, respectively, issues a final order determining this plan amendment is in compliance. No development orders, development permits or land uses dependent on this plan amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued, this plan amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Florida Department of Economic Opportunity, Division of Community Development, 107 East Madison Street, Caldwell Building, First Floor, Tallahassee, Florida 32399-4120.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 16th day of March 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
BRADFORD COUNTY, FLORIDA

Denny Thompson, County Clerk

Diane Andrews, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE: March 16th, 2023

AGENDA ITEM: Consider approval of Z 23-02 (Sam Nadler) – Zoning Change for Bradford County Parcel Number 05420-0-00401
10

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

Sam Nadler, seeks approval to amend the Official Zoning Atlas of Bradford County, Florida, relating to the Rezoning of Seven (7) acres, more or less, pursuant to an application, Z 23-02, by the property owner of said acreage, providing for Changing the Zoning District from RESIDENTIAL SINGLE FAMILY-1 (RSF-1) TO COMMERCIAL INTENSIVE (CI).

ASSOCIATED COST/ REVENUE GENERATED: \$ 1700.00 ON 02/20/2023

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

TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

Call for public comments. Make a motion to change the current Zoning District from Residential Single Family-1 (RSF-1) to Commercial Intensive (CI).

RECOMMENDED MOTION:

Based on the NCFRPC's recommendation, make a motion to approve Zoning change to Commercial Intensive.

ORDINANCE NO. _____

AN ORDINANCE OF BRADFORD COUNTY, FLORIDA, AMENDING THE OFFICIAL ZONING ATLAS OF THE BRADFORD COUNTY LAND DEVELOPMENT REGULATIONS, AS AMENDED; RELATING TO THE REZONING OF LESS THAN TEN CONTIGUOUS ACRES OF LAND, PURSUANT TO AN APPLICATION, Z 23-02, BY THE PROPERTY OWNER OF SAID ACREAGE; PROVIDING FOR CHANGING THE ZONING DISTRICT FROM RESIDENTIAL, SINGLE FAMILY-1 (RSF-1) TO COMMERCIAL, INTENSIVE (CI) OF CERTAIN LANDS WITHIN THE UNINCORPORATED AREA OF BRADFORD COUNTY, FLORIDA; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 125.01, Florida Statutes, as amended, empowers the Board of County Commissioners of Bradford County, Florida, hereinafter referred to as the Board of County Commissioners, to prepare, adopt and enforce land development regulations;

WHEREAS, Sections 163.3161 to 163.3248, Florida Statutes, as amended, the Community Planning Act, requires the Board of County Commissioners to prepare and adopt regulations concerning the use of land and water to implement the Comprehensive Plan;

WHEREAS, an application for an amendment, as described below, has been filed with the County;

WHEREAS, the Board of County Commissioners has been designated as the Planning and Zoning Board of Bradford County, Florida, hereinafter referred to as the Planning and Zoning Board;

WHEREAS, the Board of County Commissioners has been designated as the Local Planning Agency of Bradford County, Florida, hereinafter referred to as the Local Planning Agency;

WHEREAS, pursuant to the Section 163.3174, Florida Statutes, as amended, and the Land Development Regulations, as amended, the Board of County Commissioners, serving as the Planning and Zoning Board, and Local Planning Agency, held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, reviewed and considered all comments received during said public hearing and the Concurrency Management Assessment concerning said application for an amendment, as described below, and recommended to the Board of County Commissioners approval of said application for an amendment, as described below;

WHEREAS, pursuant to Section 125.66, Florida Statutes, as amended, the Board of County Commissioners held the required public hearing, with public notice having been provided, on said application for an amendment, as described below, and at said public hearing, the Board of County Commissioners reviewed and considered all comments received during said public hearing, including the recommendation of the Board of County Commissioners, serving as the Planning and Zoning Board, and the Local Planning Agency, and the Concurrency Management Assessment concerning said application for an amendment, as described below; and

WHEREAS, the Board of County Commissioners has determined and found that approval of said application for an amendment, as described below, would promote the public health, safety, morals, order, comfort, convenience, appearance, prosperity or general welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Pursuant to an application, Z 23-02, by Samadhi Nadler, to amend the Official Zoning Atlas of the Land Development Regulations by changing the zoning district on certain lands, the zoning district is hereby changed from RESIDENTIAL, SINGLE FAMILY-1 (RSF-1) to COMMERCIAL, INTENSIVE (CI) on property described, as follows:

A parcel of land lying in Section 12, Township 8 South, Range 22 East, Bradford County, Florida. Being more particularly described as follows: Commence at the intersection of the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 12, with the Northerly right-of-way line of Southeast 66th Street; thence North 00°01'23" East 300.00 feet, along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 12 to the Point of Beginning; thence South 88°46'56" West 470.86 feet; thence North 00°01'23" East 99.66 feet; thence South 88°46'56" West 400.00 feet to the Easterly right of-way-line of State Road 100; thence North 32°38'56" East 357.31 feet, along the Easterly right of-way-line of said State Road 100; thence North 57°21'04" West 50.00 feet; thence North 32°38'56" East 184.93 feet, along the Easterly right of-way-line of said State Road 100; thence South 74°03'51" East 645.14 feet; thence South 00°01'23" West 387.56 feet, along the East line of the Northwest 1/4 of the Northwest 1/4 of said Section 12 to the Point of Beginning.

Containing 7.81 acres, more or less.

Section 2. Severability. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

Section 3. Conflict. All ordinances or portions of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 4. Effective Date. Pursuant to Section 125.66, Florida Statutes, as amended, a certified copy of this ordinance shall be filed with the Florida Department of State by the Clerk of the Board of County Commissioners within ten (10) days after enactment by the Board of County Commissioners. This ordinance shall become effective upon filing of the ordinance with the Florida Department of State.

The effective date of this amendment, Z 23-02, to the Official Zoning Atlas shall be the same date as the effective date of Future Land Use Plan Map Amendment, S230220A. If Future Land Use Plan Map Amendment, S230220A, does not become effective, this amendment, Z 23-02, to the Official Zoning Atlas shall not become effective. No development orders, development permits or land uses dependent on this amendment, Z 23-02, to the Official Zoning Atlas may be issued or commence before it has become effective.

Section 5. Authority. This ordinance is adopted pursuant to the authority granted by Section 125.01, Florida Statutes, as amended, and Sections 163.3161 through 163.3248, Florida Statutes, as amended.

PASSED AND DULY ADOPTED, in regular session with a quorum present and voting, by the Board of County Commissioners this 16th day of March 2023.

Attest:

BOARD OF COUNTY COMMISSIONERS OF
OF BRADFORD COUNTY, FLORIDA

Denny Thompson, County Clerk

Diane Andrews, Chair

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE: March 16, 2023

AGENDA ITEM 3A Satisfaction of Mortgage on SHIP-Rehabilitation – Harris

DEPARTMENT: Community Development/SHIP

PURPOSE: SHIP Applicant for Rehabilitation loan has expired. Therefore, please consider approval of this Satisfaction of Mortgage to satisfy this mortgage.

ASSOCIATED COST(S): -0-

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

This instrument prepared by:
Bradford County Community Development
P. O. Drawer B / 925 N. Temple Ave.
Starke, FL. 32091

Satisfaction of Mortgage

Know all men by these presents: That We, Bradford County Board of County Commissioners, a body politic of the State of Florida,

The owner and holder of a certain mortgage deed executed by Marklee J. Harris Jr. and Debra H. Harris to Bradford County Board of County Commissioners, a body politic of the State of Florida.

Bearing the date 15th day of July 2008, recorded in Official Records BOOK 1282, Page 64, in the Office of the Clerk of the Circuit Court of Bradford County, State of Florida, securing that certain note in the principal sum \$18,745.00 and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

Land as described in mortgage recorded in Official Records Book 1282, Page 64 in the Records of Bradford County.

Hereby acknowledges full payment and satisfaction of said note and mortgage deed, and surrender the same as cancelled, and here by direct the Clerk of the Circuit Court to cancel the same of record.

Witness our hand and seals, this 16th day of March, A. D. 2023.

Signed, sealed and delivered in the presence of:

Witness Signature (as to Grantor)

Grantor, Diane Andrews, Chairperson
Bradford County Board of County Commissioners
P. O. Drawer B, Starke, FL 32091

Witness Printed Name

Witness Signature (as to Grantor)

Witness Printed Name

STATE OF FLORIDA, COUNTY OF BRADFORD, I hereby certify that on this day, before me, an officer of duly authorized to administer oaths and take acknowledgments, personally appeared Diane Andrews, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, and is personally known to me.

Witness my hand and official seal in the County and State last aforesaid this 16th day of March 2023.

Notary Signature

Notary Seal

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE: March 16, 2023

AGENDA ITEM 3B Satisfaction of Mortgage on CDBG-Petersen

DEPARTMENT: Community Development/SHIP

PURPOSE: CDBG Applicant received SHIP/CDBG tornado assistance for demo/reconstruction and the CDBG loan has expired. Therefore, please consider approval of this Satisfaction of Mortgage to satisfy this mortgage.

ASSOCIATED COST(S): -0-

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

SATISFACTION OF MORTGAGE

KNOW ALL PERSONS BY THESE PRESENTS: That the undersigned, the owner and holder of a certain mortgage deed executed by JOY PETERSEN, 8619 NW 188 Street, Starke, FL a political subdivision of the State of Florida, located at 945 North Temple Avenue, Starke, FL 32091 hereinafter called Mortgagee, bearing the date of the 5th day of October 2012, securing that certain Promissory Note in the principal sum of Fourteen Thousand Six Hundred Sixty Three Dollars and No Cents (\$14,663.00), recorded in Public Records Book 1467, Pages 33-36 Public Records of Bradford County, Florida and certain promises and obligations set forth in said mortgage deed, upon the property situate in said State and County described as follows, to wit:

A parcel of land lying in the south 3/4 of the west 1/2 of the southwest 1/4 of the northeast 1/4 of Section 10, Township 6 South, Range 21 East, Bradford County, Florida; said parcel being more particularly described as follows: Commence at a concrete monument located at the southwest corner of said west 1/2 of the southwest 1/4 of the northeast 1/4 for a Point of Beginning and run north 0 degrees 41 minutes and 00 seconds east along the westerly boundary thereof, 222.24 feet to a concrete monument; thence south 89 degrees 34 minutes 43 seconds east parallel with the southerly boundary of said west 1/2, 667.22 feet to a concrete monument on the easterly boundary of said west 1/2; thence south 0 degrees 37 minutes 41 seconds west, along said easterly boundary 222.24 feet to a concrete monument located at the southeast corner of said west 1/2; thence north 89 degrees 34 minutes 43 seconds west along said southerly boundary 667.43 feet to the Point of Beginning, and improvements thereupon.

hereby acknowledge and surrender the same as satisfied and cancelled.

IN WITNESS WHEREOF, the said Mortgagee hereunto sets his/her hand and seal this _____ day of _____ A.D. 2023.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

BOARD OF COUNTY COMMISSIONERS
BRADFORD COUNTY, FLORIDA

Witness

By:

Diane Andrews, Chair

Witness

Attest:

Denny Thompson, County Clerk

Witness

Witness

(SEAL)

STATE OF FLORIDA
BRADFORD COUNTY

The foregoing instrument was acknowledged before me this _____ day of _____ 2023 by Diane Andrews, Chair, Board of County Commissioners of Columbia, County, Florida, a political subdivision of the State of Florida, and attested by Denny Thompson, Bradford County Clerk, Florida, who are personally known to me or who have produced driver's licenses as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires: _____

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET

DATE:

March 16, 2023

AGENDA ITEM

3C

Consider approval of an Interagency/Public Works Agreement between Bradford County and Lawtey Correctional Institution.

PURPOSE:

Consider approval of an Interagency/Public Works Agreement between Bradford County and Lawtey Correctional Institution.

**FLORIDA DEPARTMENT OF CORRECTIONS'
INTERAGENCY/PUBLIC WORKS AGREEMENT
(LOCAL AGREEMENT)**

This Local Agreement made and entered into this 5 day of August 2022, by and between the State of Florida, Department of Corrections, through its institution/facility, Lawtey Correctional Institution(hereinafter referred to as "Department"), and the Bradford Co.-Board of County Commissioners, (hereinafter referred to as "Agency"), is done so in accordance with section 946.40, Florida Statutes (F.S.) and Rule 33-601.201, Inmate Work Program, and 33-601.202, Use of Inmates in Public Works, Florida Administrative Code (F.A.C.).

Work performed under this Local Agreement is determined to be value added or cost savings as defined in the Community Work Squad Manual (check one).

 Value Added XX Cost Savings

I. TERM/RENEWAL

- A. The Agreement shall begin on the date of the last signature by all parties, and shall end at midnight three (3) years from the last date of signature by all parties.
- B. This Agreement may be renewed for one additional three (3) year period after the initial agreement period upon the same terms and conditions contained herein. The Agreement renewal is at the Agency's initiative with the concurrence of the Department. The Agency's decision to exercise the option to renew should be made no later than 60 calendar days prior to the expiration.

II. FINANCIAL OBLIGATIONS

The Department and the Agency acknowledge that this Local Agreement is not intended to create financial obligations between the parties. However, in the event that costs are incurred as a result of either or both of the parties performing their duties or responsibilities under this Local Agreement, each party agrees to be responsible for their own costs.

III. DEPARTMENT'S RESPONSIBILITIES

The Department agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Department is not responsible shall be marked "N/A" to the left of the number.

- X 1. Screen inmates for the work to be performed in order to assign inmates who do not present a danger to property or persons.
- X 2. Provide up to Ten (10) inmates each workday for the period of the Local Agreement. Community custody (); Minimum custody (); Both (XX).
- N/A 3. Provide Correctional Officer supervision of the work squad while performing work under this Local Agreement.
- N/A 4. Provide 0 vehicle(s) and 0 Correctional Officer(s) each workday to transport inmates to and from the work site.
- X 5. Provide food and drinks for inmate lunches.
- X 6. Provide drinking water for inmates.

- X 7. Apprehend escapees and handle problem inmates.
- X 8. Provide transportation from the work site to the correctional facility for inmates who refuse to work, become unable to work, or cause a disruption in the work schedule.
- X 9. Administer all disciplinary action to be taken against inmate(s) for infractions committed while performing work under this agreement.
- X 10. Provide for medical treatment of ill or injured inmates and transportation of such inmates.
- N/A 11. Conduct a background check, which includes a criminal history check, and obtain approval from the Department's Agreement Manager, or designee prior to authorizing Non-Department Supervisors to participate in training to supervise inmates.
- N/A 12. Provide orientation and training to Non-Department Supervisor(s) approved to supervise inmates prior to their assuming supervisory responsibility of an inmate work squad. Training will be in accordance with the Department's guidelines for Non-Department Supervision of Inmates and will include annual refresher training during each successive year of supervision by the Non-Department Supervisor.
- N/A 13. Notify the Agency in the event that an Agency employee fails to provide proper supervision of inmate(s).
- X 14. Provide inmates with all personal items of clothing appropriate for the season of the year.
- X 15. Have inmates ready for transportation/work at the appropriate times regardless of temperature or inclement weather, unless notified by the Agency of suspended work operations, or when the Department determines that a work squad should not check out or should be re-directed.
- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Orient each inmate in the use of equipment regardless of the inmate's claim to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and by the Department's Contract Manager.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

IV. AGENCY'S RESPONSIBILITIES

The Agency agrees to provide, or is responsible for, those items delineated by placement of an "X" in the space located to the left of the corresponding number. Items for which the Agency is not responsible shall be marked "N/A" to the left of the number.

- X 1. Provide the Department with a schedule of hours that inmates will work in accordance with the established workday for the Agency and the transportation time required. Any deviation from the established schedule will be reported to, and coordinated with, the Department.
- X 2. Provide supervision of inmates in accordance with the Department's rules and regulations while performing work under this Local Agreement. Non-Department Supervisors may supervise Community and Minimum Custody inmates. Each Non-Department Supervisor must successfully pass a background check that includes a criminal history check, and must be approved by the Department's Agreement

- Manager, or designee and complete required orientation/training in the supervision of inmates, prior to assuming supervision.
- 3. Provide transportation of inmates each workday to and from the work site.
 - 4. Provide all tools, equipment, materials and safety personal items such as gloves, rubber boots, hard hats, etc., necessary and appropriate for performance of the work under this Local Agreement.
 - 5. Ensure that licensing or permits are obtained if required for the work to be performed under this Local Agreement. Provide necessary supervision and guidance for projects that require a permit and require technical assistance to complete the project.
 - 6. Immediately notify the Department in the event of an escape while the inmate is under supervision of the Agency. Report any inappropriate behavior displayed by inmates or any inmate who fails to perform tasks in an acceptable manner.
 - 7. Complete the "Community Work Squad Activities Report," DC6-239 (to be provided by the Department) daily and submit the form on a weekly basis to the Department.
 - 8. Report all inmate injuries, regardless of how minor in nature, to the Department as soon as possible. Report any medically related complaints made by an inmate to the Department as soon as practical. In cases of emergency, render first aid, within the scope of the supervisor's medical training, to work squad inmates and provide emergency health care and related assistance to the Department.
 - 9. Provide inmates with a fifteen-minute rest break in the morning and afternoon. Lunch breaks shall normally begin at Noon and last at least 30 minutes. Ensure inmates are supervised during rest and lunch breaks.
 - 10. Provide drinking water for inmates.
 - 11. Require each Non-Department Supervisor approved to supervise inmates and other appropriate staff members, to attend orientation/training in the supervision of inmates prior to assuming supervision of inmates and refresher training annually thereafter. Training will be provided at a Department location. Upon the Department's issuance of a Training Certification Card, the Agency shall require non-department personnel to carry this card when supervising inmate labor.
 - 12. Ensure that all work assignments/projects utilizing inmates are authorized projects of the municipality, city, county, governmental agency or non-profit organization and that private contractors employed by the Agency do not use inmates as any part of their labor force.
 - 13. Agency hereby agrees to be liable for, and shall indemnify, defend and hold the Department harmless from all claims, suits, judgments or damages including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Agency in its supervision of inmates pursuant to this Local Agreement. If the Agency is an agency or subdivision of the State of Florida, this paragraph shall not be interpreted as altering the state's waiver of immunity in tort pursuant to section 768.28, F.S., or to otherwise impose liability on Agency for which it would not otherwise by law be responsible.
 - 14. Orient each inmate in the use of equipment regardless of whether the inmate claims to have had prior experience in the use of gasoline or electrically powered equipment before allowing the inmate to use it. Utilize "Inmate Safety Training Documentation," DC2-569, to document that the inmate has had the training. This report shall be kept on file at the contract work site and a copy shall be provided to the Department.

- X 15. It is the intent of this Local Agreement that the agency/work squad has and maintains communications with the institution at all times. A method of communication (radios, cellular phone, etc.) shall be provided at no cost to the Department. The Agency shall provide a primary method of communication that shall be approved by the Department's Agreement Manager in writing prior to assignment of the work squad. Dependent upon the method of communication provided, the Agreement Manager may require a secondary or back-up method of communication.
- Type of Communication utilized in this Local Agreement: Cell phone and/or Telephone
- X 16. Provide a First Aid Kit and Blood Borne Pathogens Personal Protective Kit to each work squad.
- X 17. Ensure that the Work Squad does not work on school property or primary elementary or secondary education institutions where students are present.
- N/A 18. Other. (If provided, shall be Attachment A, incorporated herein by reference and made part of this Agreement.) "Other" special considerations regarding activities of the work squad may be based on work location, etc.

V. AGREEMENT MANAGEMENT

A. Department's Agreement Manager

The Field Office Manager of the Correctional Institution represented in this Local Agreement is designated as the Department's Agreement Manager and is responsible for enforcing performance of the Local Agreement terms and conditions and shall serve as a liaison with the Agency. The title, location, address, and telephone number of the Department's Agreement Manager for this Local Agreement is:

Title: Field Office Manager
 Location: Lawtey Correctional Institution
 Address: PO Box 2000
 Lawtey, FL. 32058
 Telephone #: 904-782-2336
 Fax #: 904-782-2005
 rhonda.jones@fdc.myflorida.com

B. Community Work Squad Coordinator

The Assistant Warden designated by the Warden, is responsible for ensuring compliance with the requirements of this Local Agreement.

C. Department's Agreement Administrator:

The title, address, and telephone number of the Department's Agreement Administrator is:

Contract Administrator
 Bureau of Procurement
 Florida Department of Corrections
 501 South Calhoun St.
 Tallahassee, Florida 32399-2500
 Telephone: (850)717-3681
 Fax: (850)488-7189

D. Agency's Representative

The name, title, address and telephone number of the Agency's Representative is:

Name: Diane Andrews
Title: Chair, County Commissioners
Address: PO DRAWER B
STARKE, FL. 32091
Telephone #:
Fax #:
E-mail:

VI. CONDITIONS

A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of chapter 119 and section 945.10, Florida Statutes, made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

B. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency with a copy to the Department's Contract Administrator and Department's Contract Manager.

C. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, pandemics, insurrections, strikes, or labor disputes.

D. Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

E. Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Agency as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's administrative or project staff identified in Section V., AGREEMENT MANAGEMENT, of this Agreement shall be considered as a duly authorized expression on behalf of the Department. Only communications from the Agency that are signed and in writing will be recognized by the Department as duly authorized expressions on behalf of the Agency.

F. No Third Party Beneficiaries

Except as otherwise expressly provided herein, neither this Agreement, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

G. Prison Rape Elimination Act (PREA)

The Agency shall report any violations of the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115, to the Department of Corrections' Agreement Manager.

H. Cooperation with Inspector General

In accordance with section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

I. Americans with Disabilities Act

The Agency shall comply with the Americans with Disabilities Act. In the event of the Agency's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Agency may be declared ineligible for further Agreements.

VII. SUSPENSION OR TERMINATION OF LOCAL AGREEMENT

The Department or the Agency may suspend or terminate this Local Agreement, in whole or in part, with immediate written notice to the other party when the interests of the Department or Agency so require.

VIII. AGREEMENT MODIFICATION

After execution of this agreement, any changes in the information contained in Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be provided to the other party in writing and a copy of the written notification shall be maintained in the official agreement record.

Modifications to the provisions of this agreement, with the exception of Section III., 2., and Section V., AGREEMENT MANAGEMENT, shall be valid only through execution of a formal agreement amendment.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

AGENCY:

BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____

NAME:

(PRINTED) Diane Andrews

TITLE: CHAIR

DATE:

FEID #: 59-6000519

DEPARTMENT OF CORRECTIONS

SIGNED BY: _____

NAME:

(PRINTED) BARRY V. REDDISH

TITLE: **Warden**
Department of Corrections

DATE:

SIGNED BY: _____

NAME:

(PRINTED) HOPE GARTMAN

TITLE: **Assistant Deputy Secretary of Institutions**
Department of Corrections

DATE:

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: Thursday, March 16th, 2023

AGENDA ITEM SA 911 Grant for the maintenance funding for Solacom, MEVO phones, ArcGIS Addresser

DEPARTMENT: Sheriff's Office – 911

PURPOSE: Signatures needed for consent agenda

ASSOCIATED COSTS: None

G/L ACCOUNT: N/A

COMMENTS: The grant is for maintenance support that is monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions. Without maintenance and software support BCSO would not be able to maintain enhanced 911 in our county. Installing software updates and hot fixes is needed to ensure uninterrupted operation of all the components to the 911 system.

911 RURAL COUNTY GRANT PROGRAM

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1.0 Purpose

The 911 Rural County Grant Program is to assist rural counties with the installation and maintenance of Enhanced 911 systems and to provide "seamless" 911 throughout the State of Florida.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida with a population of less than 75,000 is eligible to apply for this grant program.

3.0 Definitions

- 3.1 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, in addition, 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, F.S., and that provides for automatic number identification and automatic location-identification features.
- 3.2 911 Maintenance: The preventative, routine and emergency maintenance required by the State E911 Plan, in order to maintain 911 systems in operable working condition.
- 3.3 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.
- 3.4 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 that the county's purchase is not over expansive in size and scope.
- 3.5 Maintenance Contract: A business agreement between a contractor and customer covering the maintenance of equipment over a specified period
- 3.6 Next Generation 911 (NG-911): The designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.
- 3.7 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 NG-911 Core Services encompass the services but does not include the network on which they operate.

- 3.8 Public Safety Answering Point (PSAP): A 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.
- 3.9 Service Contract: A written contract to perform, over a fixed period or for a specified duration, duties relating to informational and technical services
- 3.10 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.

4.0 911 Rural County Grant Program Calendar

	Spring Schedule	Fall Schedule
Counties submit Application	by April 1	by October 1
E911 Board Members evaluate applications	April – May	October – November
E911 Board votes on applications to fund at regularly scheduled meeting	April – June	October – December
E911 Board sends notification of awards approved for funding to the counties.	Before June 30	Before December 30
Equipment Maintenance	One year from the award notification letter date.	One year from the award notification letter date.
Project Implementation	One years from the award notification letter date	One years from the award notification letter date.
Expiration of the right to incur costs, request payment and/or final reimbursement of funding.	Two years from the award notification letter date	Two years from award notification letter date.

5.0 General Conditions

5.1 Applications and related documents 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
E911BoardElectronicGrantreports@dms.fl.gov

Email is the preferred method of receipt of all grant applications.

- 5.2 The applicant shall provide Application Form items 1 through 11 and the applicable procurement documents. The grant application package must be delivered on or before the submission date specified in the E911 Board notification of an E911 Rural Program published in the Florida Administrative Register. Failure to timely provide these documents will result in a rejection of the grant application.
- 5.3 To be considered for a grant award, all Next Generation projects must meet the NENA i3 technical standards.
- 5.4 GIS grants may be limited to funding to achieve the 98% accuracy rate as identified in the NENA GIS Data Model.
- 5.5 All Next Generation 911 project vendors must certify in writing that their systems will be interoperable with bordering counties, regions, and adjacent state lines
- 5.6 Only the percentage of service and equipment directly attributable to provisioning of 911 services is eligible.

5.7 The E911 Board will consider remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and providing 911 services. Warranty and maintenance costs shall be calculated to account for only the first-year warranty and maintenance costs and shall not include upfront maintenance costs to reduce the yearly service amount.

5.8 All grant applications shall be accompanied by at least one complete quote for equipment or services.

5.8.1 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling \$35,000.00 or more must be accompanied by at least three 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. The E911 Board will compare the three quotes to any existing state contract in order to determine appropriate funding. Any county that has made a good faith effort to obtain at least three 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 Alternative Contract Source, the county shall follow the DMS State Purchasing ordering instructions and their county procurement rules and policies. Should the DMS State Purchasing ordering instructions and their county procurement rules and policies conflict, the county procurement rules and policies shall prevail, with provision of a letter from the county's purchasing department.
- 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 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 purchasing department 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 Rather than submitting multiple application requests for maintenance, all eligible maintenance requests should be combined into a single application request and include a breakdown of the individual components of the 911 system maintenance costs that are requested for funding assistance in the application. Grant applications for maintenance, where the county obtained a grant or utilized county funds to purchase equipment and obtained three competitive quotes for the first year of maintenance or met the requirements of General Conditions items 5.8, are not required to provide three written quotes with an application for an additional year of maintenance.

- 5.10 All maintenance requests should include on the vendor's quote for service the beginning and ending term for each maintenance request, also known as "Period of Coverage". Grant awards will be limited to maintenance contracts beginning prior to or within the maintenance cycle of the grant program. Spring cycle maintenance requests should be submitted for maintenance beginning May through October. Fall cycle maintenance requests should be submitted for maintenance beginning November through April. Complete quote shall include a detailed scope of work, all pages included in the vendor proposal, a detailed description of line item and cost, breakdown of all costs including equipment, service tasks and deliverables.
- 5.11 Applicants requesting items from different funding priorities should complete a separate Budget Report for each priority. See Addendum I - Funding Priorities for the 911 Rural County Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same application and shall comply with General Condition items 5.8.
- 5.12 Should two or more rural counties jointly apply for a grant; each county will be required to complete and submit a grant application detailing the funds requested and the county responsible for the funds. In addition, one combined grant application detailing the entire project and a memorandum of understanding or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition items 5.8.
- 5.13 Procurement shall be based on the county's procurement processes and the applicable State purchasing requirements, including but not limited to sections 112.061, 287.057, 287.017, and 287.058. Florida Statutes.
- 5.14 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing with signature by the county 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.
- 5.15 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county 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.
- 5.16 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund (The 911 Fee Revenues Form, 6A). The amount of grant funding award, for allowable carry forward expenditures, is limited based on the total amount of carry forward funding in the county E911 fund in excess of an amount calculated based on the allowable 30 percent carry forward amount for a two year basis in accordance with sub-paragraph 365.172(6)(a)3.c., Florida Statutes and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form Budget Report. This carry forward funding provision does not apply to grant applications for recurring maintenance. Equipment maintenance contract cost is not a capital

expenditure and is not an authorized expenditure of carry forward funds after the initial first year project costs included in the original capital equipment replacement or upgrade project.

- 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. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.
- 5.18 Funding requests contingent upon "beta testing" or for products and services not in general production and installation will not be funded.

6.0 Limitation on Use of Funds Guidelines for 911 Grant Expenses

6.1 The following expenses will not be funded through this grant:

- A. Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel
- B. Vehicle expenses
- C. Wireline database cost
- D. Outside plant fiber or copper cabling systems and building entrance cost
- E. Consoles, workstation
- F. Ariel photography expenses
- G. Wireline 911 analog trunks; administrative lines and circuits; GIS database synchronization; and recurring network and circuit cost beyond the first year

6.2 Funding limitations are specified on the following items:

- A. Grant funding shall be limited to eligible equipment maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.
- B. Grant funding shall be limited to eligible mapping maintenance and warranty costs for a primary PSAP and one other PSAP per county: either a primary, a secondary or a backup.
- C. Grant funding for 911 equipment, hardware and software shall be limited (per grant cycle) to eligible expenditures for a primary PSAP only.
- D. Selective router equipment costs are limited to the primary PSAP system and are limited to one per county. For this grant program they are included under the call handling equipment priority.
- E. Training cost funding is limited to new system and equipment training.
- F. 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.

7.0 Approval and Award

- 7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.
- 7.2 Upon grant award county will receive a grant agreement per their funding source that requires signature by the BOCC or county manager.
- 7.3 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous rural county grant awards. Grant awards maybe withheld if the county is not in compliance with all Board reporting requirements (including annual reports).
- 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 Rural County Grant Program.
- 7.5 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, eligibility of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed 911 function as specified in the State E911 Plan, or documented factors provided in the grant application submission.

8.0 Financial and Administrative Requirements

- 8.1 Grant funds shall be provided on a cost reimbursement basis.
- 8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per 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 Reporting Form. Incomplete claims 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 categories in which you have incurred expenditures.
- 8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress payment of funding with a completed Financial Reimbursement of Expenditures Reporting Form (Rule 60FF1-5.0035(4), F.A.C), signed contract or purchase order, the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of transfer of funding or the check date, the grantee shall submit verification of payment to the vendor. Abuse of this policy will lead to denial of future payments.
- 8.4 Reimbursement claims shall include only expenditures claimed against the specific grant number awarded and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. Grants that include cost 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 used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.
- 8.7 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County. Failure to perform the scope of work or expenditure of funds for other than allowable 911 costs as stated in the grant application shall require the county to return the awarded funds to the E911 Board.
- 8.8 It is the county's 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 cost in excess of over \$5,000 and the grant is federally funded, the county must maintain an inventory of 5 years.
- 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.
- 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:
- Temporarily 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.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statute or regulation applicable to the action involved.

- 8.11 Grant awards or portion thereof may be terminated by the grantee upon written notification to the E911 Board, detailing the reasons for such termination, the effective date, and the release of allocated funds.
- 8.12 E911 Staff may require additional documentation to confirm proof of payment and deliverables met in accordance with DFS Reference Guide for State Expenditures.
- 8.13 Prior to a county signing a contract with a different vendor from the original vendor stated in the grant application, the county must request a grant change on the Change Request Form and include an itemized quote and a copy of the new contract to be approved by the E911 Board

9.0 Grant Reporting Procedures

- 9.1 Grantees will be required to submit quarterly reports summarizing cumulative expenditures and status of the grant project. Quarterly reports shall include a completed Quarterly Report Form.
- 9.1.1 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.
- 9.1.2 Updated reports and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**.
- 9.2 The Quarterly Status Report Form shall inform the E911 Board of significant impacts to grant supported activities. 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 which 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.
- 9.3 The county's Board of County Commission chairperson shall be notified when overdue quarterly reports or final reports are not received before the next E911 Board meeting following the month after the end of the quarter in which they are due.
- 9.4 Funding continuance will be based on timely submission of quarterly reports.
- 9.5 Upon receipt of final reimbursement from DFS, a final Quarterly Status Report form shall be submitted based on the same reporting requirements described in grant reporting item 9.1. Proof of payment to the vendor or proof of final payment from DFS must be submitted with the Quarterly Status Report marked as "final" in the appropriate field.
- 9.6 Change requests shall be submitted prior to deviation from any awarded grant applications. 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 form attached in Change Request Form. Any unauthorized change shall require the return of grant funds.
- 9.6.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services or demonstrates good cause for failure to execute a contract within twelve months of the award. Good cause documentation shall include a new project timeline schedule.
- 9.6.2 A change request to an alternate vendor must be approved by the E911 Board with a grant change request which includes a new itemized quote.
- 9.6.3 Time extensions shall be limited to a maximum of one additional year, totaling two years when approved by the E911 Board.
- 9.6.4 Change Request forms and associated information should be e-mailed to **E911BoardElectronicGrantReports@dms.fl.gov**
- 9.7 Change requests must be submitted ten (10) business days prior to Board meeting to be reviewed. Any reports submitted late will be reviewed at the next month's E911 Board meeting

- 9.8 Final document submission and close-out of a grant does not affect the E911 Board's right to disallow costs and recover funds on the basis of 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. The counties are required to provide DMS a copy of the county's Comprehensive Annual Financial Report (CAFR) no later than August 1st following the completion of the County's fiscal year.

County BRADFORD

911 RURAL COUNTY GRANT PROGRAM APPLICATION FORM

Total Amount Requested: \$32,831.26

Project Title: Ongoing E911 System Maintenance

1. Board of County Commissioners Chair: Diane Andrews

Mailing Address: 945 N Temple Ave

City: Starke

State: Florida Zip: 32091 -

Phone: (904) 966-6327 Fax: (904) 966-3903

Email Address: diane_andrews@bradfordcountyfl.gov

2. County 911 Coordinator: Michael Heeder

Mailing Address: PO Box 400

City: Starke

State: Florida Zip: 32091 -

Phone: (904) 966-6321 Fax: (904) 966-6910

Email Address: michael_heeder@bradfordsheriff.org

4. Describe your county's existing 911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Bradford County currently has a five (5) position PSAP with a Solocom 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.

5. 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 Bradford County 9-1-1 system is currently maintained by AK Associates. The project is as follows:

INdigital database management solution and MEVO support includes updates, bug fixes, and helpdesk. The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

Solacom support includes updates, bug fixes, and helpdesk. The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

Eventide support includes 24/7 monitoring, updates, bug fixes, and helpdesk. The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

ArcGIS "The Addresser" annual support includes updates, bug fixes, and helpdesk. The maintenance support will be monitored and reviewed monthly with the vendor to assure the level of service is provided and the system is being maintained in operable working conditions.

6. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year. This may include software or standalone components.

Without maintenance and software support we would not be able to maintain enhanced 911 in our county. Installing software updates and hot fixes is needed to ensure uninterrupted operation of all the components to the 911 system

7. Describe why your county 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.

8. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Bradford County will renew their Solacom support (05/22/23 – 05/21/24) and INdigital Database Management Solution and MEVO Support (10/01/23-09/30/24) as well as Eventide support (06/01/23 – 05/31/2024) and Addresser support (10/01/23-09/30/24).

9. Sole source justification (if applicable). Sole source justification must meet the state procurement guidelines and chapter 287.057 (3)(c), F.S.

This will be a sole source procurement to avoid voiding maintenance and warranty agreements.

County

BRADFORD

10. 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. A violation of this requirement may result in 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 county procurement rules/procedures has been met.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

11. Authority

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

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or
COUNTY MANAGER

DATE

Printed Name

WITNESS

DATE

Appendix I

NO requests for funding will be acknowledged for any items not specified in subsection 365.172 (10), Florida Statutes (shown below).

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 and 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 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 administrating 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 telecommunicators 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 systems.

(c) The moneys may 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 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.

Addendum I

Funding Priorities for the 911 Rural County Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program will be made on a priority basis. There will be five priorities as identified below:

PRIORITY 1: Rural counties with Primary PSAP systems that require immediate system replacement to maintain enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Rural counties with systems that require maintenance or warranty agreements for maintaining enhanced 911 status. This may include the following, listed in order of funding priority a through c:

- a. System Maintenance (pertaining exclusively to items listed in Priorities 3 a-h only)
- b. Hosted System Service for subsequent years, after the first year.
- c. Mapping System Maintenance (pertaining exclusively to items listed in Priority 5a only)

PRIORITY 3: Rural counties with Primary PSAP systems that require new or replacement of critical or necessary hardware or software for maintaining status. This may include the following, listed in order of funding priority a through 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. Lightning Protection Equipment
- c. Uninterruptible Power Supply Equipment and or Generator Equipment
- d. E911 Voice Recording Equipment
- e. County E911 Standalone ALI Database Equipment
- f. E911 Map Display Equipment
- g. Net clock
- h. New additional 911 Call Taker Position Equipment

PRIORITY 4: Rural counties with Systems requesting consolidation of PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one.

PRIORITY 5: Rural counties with Systems that require mapping services necessary for maintaining Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through b:

- a. Mapping System Equipment - map generation hardware and software licensing is limited to components for two stations
- b. GIS Centerline, point generation and map accuracy services
- c. GIS Data support

Regional system project requests related to systems, equipment and maintenance will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned. Total funding for any priority may be adjusted based on the remaining funds available, the number of applications and the anticipated requests in the next funding cycle. The acceptability for disbursement of funds from the State of Florida 911 Rural County Grant Program for any 911 expense items not expressly provided for in Priorities above shall be determined at the discretion of the E911 Board pursuant to its authority under sections 365.172 and 365.173, Florida Statutes

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: March 16, 2023

AGENDA ITEM 5B SmartSafety Software

DEPARTMENT: IGCF

PURPOSE: Easy Street Draw- 42 Licenses- Traffic Crash Software

ASSOCIATED COSTS: \$7,938.00

G/L ACCOUNT:



QUOTATION

February 13, 2023

Thank you for your interest in **Smart Safety Software, Inc.'s** (hereinafter referred to as "**Trancite Logic Systems**" or "**Trancite**"), dynamic, professional, and easy to use, Accident Diagramming Software Solution Easy Street Draw.

As requested, I have created the following quotation based on the information provided. This quotation is valid for 90 days.

Prepared for:
Matthew Ziegler
Bradford County Sheriff's Office (FL)
Email: mziegler@inspired-tech.net

Provided by:
Lisa Phay
SmartSafety Software, Inc.
Phone: 877-908-4777 x4
Fax: 208-322-0631
Email: LPhay@trancite.com

Easy Street Draw Standard Perpetual

- **Easy Street Draw** – 42 Licenses @ 189.00 = **\$7938.00**
- Package includes 12 months of Free Software Maintenance Coverage

TOTAL LICENSES COST = \$7,938.00

- 45-Minute Software New User Orientation – contact successmanager@trancite.com to schedule

ADDITIONAL SERVICES AVAILABLE

Additional Years of Annual Maintenance <ul style="list-style-type: none"> • Free updates/upgrades • License Management • Support Services • 45 minute New User Orientation 	1,984.50 per year
Additional Product Training <ul style="list-style-type: none"> • Remote Training 	\$ # per class Up to # Attendees
Custom Templating <ul style="list-style-type: none"> • Professional intersection templates • Created by our in-house team 	\$ # per Intersection

[Handwritten Signature]
5720

TRANCITE SOFTWARE PREMIUM MAINTENANCE COVERAGE

A. Licensor offers a Maintenance Plan for the Software as follows:

- a. *Product Updates & Upgrades* - Licensor will supply improvements and other changes to the software which Licensor, at its discretion, deems to be logical improvements or extensions.
- b. *Defect Corrections* - Licensor will supply corrections as required to correct substantial deviations of the software from specifications or the current applicable reference manual.
- c. *Includes:*
 - Remote-Assist
 - Bug Fixes
 - New User Product Orientation – Annually
 - License Management Services – 12 License Audits/year
 - Unlimited License Transfers
 - No Cost Version Upgrades
 - 10% off all other SmartSafety Software Product and Service Offerings:
 - AccuraCSI
 - Fingertap
 - RedEye
 - Remote Training
 - Custom Templating
 - Custom Formsets
 - Implementation and Configuration Fees

B. Initial Maintenance Period

Following the purchase of the initial first year Annual Maintenance, Licensor will receive updates and upgrades for 12 months from original date of purchase. Annual Maintenance will be invoiced automatically, unless notified 60 days prior to purchase anniversary date.

C. Charges for Subsequent Years

For each year after the initial maintenance period of the license, Licensor will continue to provide Licensee with maintenance, support, and product update services as described in section (A) above, provided Licensee pays Licensor in advance the annual maintenance and support charges then in effect. Subject to annual increases up to five percent.

D. Out of Maintenance Support

Will incur the following fees payable at the time of service

- a. License Audit \$250 per audit
- b. License Transfer \$25 per license per transfer

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

AGENDA ITEM INFORMATION SHEET (AIIS)

DATE OF MEETING: March 16, 2023

AGENDA ITEM Insight- NetMotion Platform

DEPARTMENT: 5C IGCF

PURPOSE: 10 additional licenses

ASSOCIATED COSTS: \$637.50

G/L ACCOUNT:

SOLD-TO PARTY 10344091

BRADFORD CO SHERIFFS OFC
945-B N TEMPLE AVE
STARKE FL 32091-2110

SHIP-TO

BRADFORD CO SHERIFFS OFC
945-B N TEMPLE AVE
STARKE FL 32091-2110

We deliver according to the following terms:

Payment Terms : Net 45 days
Ship Via : Electronic Delivery
Terms of Delivery: : FOB DESTINATION
Currency : USD

PRICE QUOTE IS VALID UNTIL 4/26/2023

Quotation	
Quotation Number :	0226003565
Document Date :	24-FEB-2023
PO Number :	
PO release:	
Sales Rep :	Ricardo Pryor
Email :	RICARDO.PRYOR@INSIGHT.COM
Telephone :	+14804096992
Sales Rep 2 :	Brian Mayer
Email :	BRIAN.MAYER@INSIGHT.COM
Telephone :	+14803333085

Material	Material Description	Quantity	Unit Price	Extended Price
<u>NMSCOMPSUB-BRFD</u>	BRADFORD CO SHERIFFS OFC NETMOTION FULL ACCESS TO THE NETMOTION PLATFORM AND ALL OF ITS FEATURES, POWERING SECURITY, VISIBILITY AND CONNECTIVITY USE-CASES. INCLUDES THE SOFTWARE DEFINED PERIMETER (SDP), ENTERPRISE VPN AND EXPERIENCE MONITORING SOLUTIONS Coverage Dates: 27-FEB-2023 - 28-SEP-2023 OMNIA PARTNERS IT PRODUCTS & SERVICES(# 4400006644) List Price: 76.00 Discount %: 16.118%	10	63.75	637.50

Product Subtotal	637.50
TAX	0.00
Total	637.50

PURCHASE ORDER REQUIREMENTS:

Quote Number:226003565

Purchase Order Number: _____

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

Additional signature, where required

Authorized by/Title: _____ (please print)

Authorized Signature: _____ Date: _____

3-1-2023
Approved by TBCF
[Signature]

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
+14804096992
RICARDO.PRYOR@INSIGHT.COM
Fax 4807607266

Brian Mayer
+14803333085
BRIAN.MAYER@INSIGHT.COM
Fax +14807609162

OMNIA Partners (formerly U.S. Communities) IT Products, Services and Solutions Contract No. 4400006644

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