

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

May 18, 2023

6:30 P.M.

Bradford County Courthouse  
945 North Temple Avenue  
Starke, Florida 32091

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AGENDA

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1. Chair to call meeting to order.
2. Public Comments
  - Three (3) minutes per speaker;
  - Comments will not be accepted after the meeting begins;
  - State your name and address into the record before 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. Regular Meeting Minutes from April 20, 2023.
  - B. Agreement between Wastequip and Bradford County Public Works/ Solid Waste Department.
  - C. Request waiver of purchasing policy for the airport access road, DEO Agreement #G0062.
  - D. Please consider approval of a Satisfaction of Mortgage on a SHIP Rehabilitation loan that has expired-Hartsfield-G.
  - E. Please consider approval of a Satisfaction of Mortgage on a CDBG Rehabilitation loan that has expired. -Hartsfield-G.
  - F. Direct the county manager and county attorney to amend Ordinance 2004-25 to increase the 8<sup>th</sup> Judicial Fund surcharge from \$15 to \$30.
4. Consider approval of LDR 19-00 (BoCC)- An application to amend the text of the land Development Regulations by amending Section 14.6 Special Permits for Mining.
5. Consider approval of CPA 19-00 (BoCC)- Amendment to the text and Future Land Use Plan Map of the Bradford County Comprehensive Plan in regards to Mining regulations.
6. Adoption of: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AMENDING, REVISING, AND REPLACING IN ITS ENTIRETY THE COMMISSIONER DISTRICTS OF BRADFORD COUNTY, FLORIDA, PURSUANT TO THE FLORIDA CONSTITUTION ARTICLE VIII, SECTION 1(e);PROVIDING REVISED COMMISSIONER DISTRICTS BASED ON THE 2020 CENSUS DATA; PROVIDING FOR PUBLICATION OF THE REVISED DISTRICTS IN ACCORDANCE WITH SECTION 124.02(1), FLORIDA STATUTES; PROVIDING FOR FILING OF COPIES AND FURNISHING OF MINUTES; PROVIDING FOR AN EFFECTIVE DATE.

7. Adoption of: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #445818-1-54-01
8. Adoption of: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ADOPTING A INDIGENT CREMATION AND BURIAL POLICY IN ACCORDANCE WITH FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.
9. Proclamation Declaring April 23,2023 John David Francis Day in Bradford County, Florida.
10. Clerk Reports – Denny Thompson, Clerk to the Board and Clerk of the Circuit Court.
11. Sheriff Reports – Gordon Smith, Sheriff
12. County Manager Reports – County Manager Scott Kornegay
13. County Attorney Reports – Rich Komando
14. Commissioner’s Comments
15. 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

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: 3A May 18, 2023

AGENDA ITEM Regular Meeting Minutes from April 20, 2023.

DEPARTMENT: Clerk's Office

PURPOSE: Approval of minutes.

ASSOCIATED COSTS: N/A

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

**April 20, 2023**

**6:30 P.M.**

**Bradford County Courthouse**

**945 North Temple Avenue**

**Starke, Florida 32091**

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**MEETING MINUTES**

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

**PRESS PRESENT:** Bradford County Telegraph

**STAFF MEMBERS IN ATTENDANCE:** County Manager Scott Kornegay; Assistant Heather Hinds; County Attorney Rich Komando; Clerk Denny Thompson; Chief Deputy Clerk Rachel Rhoden; Finance Director Dana LaFollette; Ag/Extension Agent Lizzy Whitehead; Community Development Director Kelly Canady; Solid Waste Director Bennie Jackson; Public Works Director Jason Dodds; Zoning Director Randy Andrews; Chief Ben Carter; Library Director Robert Perone; and Sheriff Gordon Smith.

**1. CALL TO ORDER:** Chair Andrews called the meeting to order at 6:30 P.M.

Chair Andrews deviated from the order of agenda.

**4. PRESENTATION OF RETIREMENT PLAQUE FOR BRENDA TRENT, SOLID WASTE DEPARTMENT - PRESENTED BY BENNIE JACKSON.**

Mr. Jackson acknowledged Brenda Trent for her dedicated service and presented her with a retirement plaque.

**8D. PRESENTATION FROM COUNTY MANAGER SCOTT KORNEGAY ON 6-MONTH PROGRESS REPORT.**

County Manager Scott Kornegay gave a PowerPoint presentation outlining his accomplishments during the last 6 months.

**Discussion:**

- Commissioners and the following audience members made kind remarks about Scott Kornegay:
  - Vincent Esson, CEO and Owner of Keystone Heights RV Resort
  - Scott Roberts, City of Starke Mayor
  - Jimmy Crosby, City of Starke Clerk
  - David Kirkland, Chair of Keystone Heights Airport Authority
  - Scott Fryar, Vice Chair of Keystone Heights Airport Authority



- Patricia Evans, Capital City Bank
- Pam Whittle, President/CEO North Florida Regional Chamber of Commerce
- Todd Falconer, Vice President of MHD Rockland
- Unknown speaker

**2. PUBLIC COMMENTS** – No comments.

**3. APPROVAL OF CONSENT AGENDA ITEMS:**

**A. REGULAR MEETING MINUTES FROM MARCH 16, 2023.**

**It was MOVED by Commissioner Thompson and SECONDED by Commissioner Dougherty to approve the consent agenda.**

**Discussion:** No discussion.

**Chair Andrews Conducted A Roll-Call Vote:**

Chair Andrews: Aye

Vice-Chair Spooner: Aye

Commissioner Riddick: Aye

Commissioner Dougherty: Aye

Commissioner Thompson: Aye

**Motion Carries 5-0**

**5. APPROVAL OF A PROCLAMATION DECLARING APRIL 23, 2023, JOHN DAVID FRANCIS DAY IN BRADFORD COUNTY, FLORIDA.**

Chair Andrews tabled item 5 because the family of John David Francis was unable to attend the meeting.

**6. CLERK REPORTS – DENNY THOMPSON, CLERK TO THE BOARD AND CLERK OF THE CIRCUIT COURT.**

**A. QUARTERLY UPDATE ON DEPARTMENT SPENDING (JANUARY – MARCH 2023)**

Clerk Thompson introduced Finance Director Dana LaFollette who presented the board with a report on 2nd quarter spending.

Ms. LaFollette reminded the board of the following decisions they made with respect to balancing the fiscal year (FY) 2022-2023 budget.

- i. The board used each department’s fund balance to help balance the FY 2022-2023 budget.
  - Helped to “zero out” the individual fund balances in each department.
  - Helped to reduce the transfer amount required from the general fund (GF).
- ii. The board transferred everything from the one cent sales tax and fiscally constrained funds to the GF.
- iii. Once a fund balance has been used, it is no longer available at the end of the fiscal year.

- iv. Remaining funds in the fund balance should be those designated as “reserve for contingency” and requires board approval before spending.

Ms. LaFollette reported revenue, expenditures, and use of fund balance for each of the following budgets through the 2nd quarter.

- **GENERAL FUND (GF):**

ACTUAL FUND BALANCE AS OF 10/01/2022	\$8,562,356.68	
Recurring Revenue (includes estimated period 13 revenue)	\$9,433,493.43	
Expenditures	\$(9,176,160.57)	
Transfer (FY 23 only) <i>One Cent Sales Tax</i>	\$1,635,851.89	
Transfer (FY 23 only) <i>Fiscally Constrained Fund</i>	<u>\$ 833,059.64</u>	
SAVINGS TO/(USE OF) FUND BALANCE	<u>\$2,726,144.39</u>	
Actual Fund Balance at 10/01/2022	\$8,562,356.68	<u>Annualized</u> \$8,562,356.68
SAVINGS TO/(USE OF) Fund Balance thru 2nd Quarter	<u>\$2,726,144.39</u>	<u>\$5,452,288.78</u>
CURRENT FUND BALANCE AS OF 03/31/2023	<u>\$11,288,501.07</u>	<u>\$14,014,645.46</u>

With respect to the GF, Ms. LaFollette reported that the GF has saved \$2.7 million through the 2nd quarter, resulting in a fund balance of \$11.2 million as of 03/31/2023. She advised that the focus should be on recurring revenues versus expenditures. The two transfers listed in the table are fund balances that are being moved to the GF. This is a one-time event and will not apply to future fiscal years.

**Discussion:** No discussion.

- **FIRE RESCUE**

ACTUAL FUND BALANCE AS OF 10/01/2022	\$1,220,456.18	
Revenue (includes estimated period 13 revenue)	\$ 2,866,961.97	
Expenditures	<u>\$(3,310,399.66)</u>	
SAVINGS TO/(USE OF) FUND BALANCE	<u>\$ (443,437.69)</u>	
Actual Fund Balance at 10/01/2022	\$1,220,456.18	<u>Annualized</u> \$1,220,456.18
SAVINGS TO/(USE OF) Fund Balance thru 2nd Quarter	<u>\$(443,437.69)</u>	<u>\$(886,875.38)</u>
CURRENT FUND BALANCE AS OF 03/31/2023	<u>\$777,018.49</u>	<u>\$333,580.80</u>

With respect to the fire rescue fund, Ms. LaFollette reported that fire rescue has used \$443,000.00 of their fund balance through the 2nd quarter resulting in a fund balance of \$777,000.00 as of 03/31/2023. If revenue and expenditures continue at the same rate, the board can expect a fund balance of \$334,000.00 by the end of the fiscal year.

**Discussion:** No discussion.

• <b><u>ROAD</u></b>		
ACTUAL FUND BALANCE AS OF 10/01/2022	\$1,958,816.62	
Revenue (includes estimated period 13 revenue)	\$ 1,120,756.45	
Expenditures	<u>\$(1,310,143.79)</u>	
SAVINGS TO/(USE OF) FUND BALANCE	\$ (189,387.34)	
		<u>Annualized</u>
Actual Fund Balance at 10/01/2022	\$1,958,816.62	\$1,958,816.62
SAVINGS TO/(USE OF) Fund Balance – 2nd Quarter	<u>\$(189,387.34)</u>	<u>\$(378,774.68)</u>
CURRENT FUND BALANCE AS OF 03/31/2023	\$1,769,429.28	\$1,580,041.94

With respect to the road fund, Ms. LaFollette reported that road has used \$189,000.00 of their fund balance through the 2nd quarter resulting in a fund balance of \$1.7 million as of 03/31/2023. If revenue and expenditures continue at the same rate, the board can expect a fund balance of \$1.5 million by the end of the fiscal year.

**Discussion:** No discussion.

• <b><u>SHIP</u></b>		
ACTUAL FUND BALANCE AS OF 10/01/2022	\$0.00 (Funds are in Deferred Revenue until used)	
Revenue (includes transfers)	\$ 33,973.89	
Expenditures	<u>\$(61,914.37)</u>	
SAVINGS TO/(USE OF) FUND BALANCE	<u>\$(27,940.48)</u>	
		<u>Annualized</u>
Actual Budgeted Fund Balance at 10/01/2022	\$0.00	\$0.00
SAVINGS TO/(USE OF) Fund Balance - 2nd quarter	<u>\$(27,940.48)</u>	<u>\$(55,880.96)</u>
CURRENT FUND BALANCE AS OF 03/31/2023	<u>\$(27,940.48)</u>	<u>\$(55,880.96)</u>

With respect to the SHIP fund, Ms. LaFollette reported that currently there is approximately \$90,000.00 that will be transferred to SHIP's fund balance from deferred revenue that will offset the annualized negative fund balance. She recommended that the board consider increasing their transfer from the GF from \$65,000.00 to \$105,000.00 to cover administrative expenditures in FY 2024 because the county is only able to use up to 10% of grant funds for administrative costs.

**Discussion** – No discussion.

• <b><u>FINE AND FORFEITURE (F&amp;F) – FUND 106</u></b>		
ACTUAL FUND BALANCE AS OF 10/01/2022	\$148,276.45	
Revenue (includes transfers)	\$ 4,110,164.77	
Expenditures	<u>\$(4,216,635.28)</u>	
<u>SAVINGS TO/(USE OF) FUND BALANCE</u>	\$ (106,470.51)	
Actual Fund Balance at 10/01/2022	\$148,276.45	<u>Annualized</u> 148,276.45
<u>SAVINGS TO/(USE OF) Fund Balance - 2nd quarter</u>	<u>\$(106,470.51)</u>	<u>\$(212,941.02)</u>
CURRENT FUND BALANCE AS OF 03/31/2023	\$41,805.94	\$(64,664.57)

With respect to the F&F fund, Ms. LaFollette reported that the actual fund balance of \$148,276.00 is less than the budgeted fund balance of \$283,173.00 for FY 2022-2023. This difference is due to FY end 2021 audit adjustments which finance received after the FY 2022-2023 budget was finalized. This fund will not be over budget at the end of FY 2023 because the jail set-aside funds are also in fund 106 and will offset the annualized negative fund balance.

**Discussion:**

- Confirmation that fine & forfeiture fund and jail set aside fund is combined.

• <b><u>EIGHTH JUDICIAL – FUND 108</u></b>		
ACTUAL FUND BALANCE AS OF 10/01/2022	\$14,106.13	
Revenue (includes transfers)	\$ 89,787.56	
Expenditures	<u>\$(119,155.23)</u>	
<u>SAVINGS TO/(USE OF) FUND BALANCE</u>	\$ (29,367.67)	
Actual Fund Balance at 10/01/2022	\$14,106.13	<u>Annualized</u> 14,106.13
<u>SAVINGS TO/(USE OF) Fund Balance – 2<sup>nd</sup> quarter</u>	<u>\$(29,367.67)</u>	<u>\$(58,735.34)</u>
CURRENT FUND BALANCE AS OF 03/31/2023	\$ (15,261.54)	\$(44,629.21)

With respect to the eighth judicial fund, Ms. LaFollette reported that the actual fund balance of \$14,106.00 is less than the budgeted fund balance of \$78, 570.00 for FY 2022-2023. This difference is due to FY end 2021 invoices received in October after the FY 2022-2023 budget was finalized. This fund will not go over budget at the end of FY 2023 because there are surplus restricted funds in fund 108. She recommended that the board consider increasing their transfer from the GF from \$92,376.00 to \$140,000.00 in FY 2023-2024.

Chief Deputy Clerk Rachel Rhoden advised the board of an opportunity to decrease their GF contribution to fund 108 by increasing a \$15.00 surcharge, set by Ordinance 2004-05, to \$30.00. She reported that the county currently generates approximately \$92,000.00 from the \$15.00 surcharge. She advised the board that they would need to direct the county manager and attorney to amend said ordinance for board approval if they desired to increase the surcharge rate.

**7. SHERIFF REPORTS – GORDON SMITH, SHERIFF – No reports.**

Chair Andrews recognized Vice Chair Spooner who provided comments recognizing a memorial of a fallen officer and extended her appreciation to law enforcement.

**8. COUNTY MANAGER REPORTS – COUNTY MANAGER SCOTT KORNEGAY**  
**A. AUTHORIZATION TO PROCEED WITH CHW FOR THE DESIGN AND PERMITTING FOR AN IN-HOUSE PAVING PROJECT ON 219<sup>TH</sup> STREET BETWEEN CR 200B AND NE CR 225 (\$26,000.00).**

**It was MOVED by Vice Chair Spooner and SECONDED by Commissioner Dougherty to approve.**

**Discussion:**

- Comments opposing the paving project.
- Comments in support of the paving project.
- List provided by Public Works Director Jason Dodds of scheduled road paving projects to be funded from the 0.05 cent gas tax.
- Questions on the frequency of grading 219<sup>th</sup> street. Mr. Dodds responded that the road is graded on a monthly/quarterly basis.

**Chair Andrews Conducted A Roll-Call Vote:**

Chair Andrews: Aye  
Vice-Chair Spooner: Aye  
Commissioner Riddick: Aye  
Commissioner Dougherty: Nay  
Commissioner Thompson: Nay

**Motion Carries 3-2 (Dougherty and Thompson dissenting vote)**

**B. REQUEST WAIVER OF PURCHASING POLICY FOR THE AIRPORT ACCESS ROAD, DEO AGREEMENT #G0062.**

Mr. Kornegay reported that the airport access road must be fully constructed and paid for by June 30, 2023. According to Mr. Kornegay, to meet this deadline, he requires permission to deviate from the board's purchasing policy because Mr. Dodds will need to make purchases that exceed \$25,000.00.

**It was MOVED by Commissioner Dougherty and SECONDED by Commissioner Riddick to approve agreement G0062.**

**Discussion:** No discussion.

**Chair Andrews Conducted A Roll-Call Vote:**

Chair Andrews: Aye  
Vice-Chair Spooner: Aye  
Commissioner Riddick: Aye  
Commissioner Dougherty: Aye  
Commissioner Thompson: Aye

**Motion Carries 5-0**

**C. UPDATE ON BOCC LIVE STREAMING**

Mr. Kornegay reported that he authorized live streaming of board meetings at no additional cost to the county.

**9. COUNTY ATTORNEY REPORTS – RICH KOMANDO – No reports.**

**A. COUNTY MANAGER EVALUATION.**

The board received a sample assessment form from Mr. Komando to use in evaluating County Manager Scott Kornegay's work performance.

**Discussion:** No discussion.

**10. COMMISSIONER'S COMMENTS**

**Commissioner Riddick**

- Remarked that Mr. Kornegay's evaluation tonight spoke for itself and that it couldn't have been much better.

**Commissioner Dougherty**

- Agreed with Commissioner Riddick's comments about Mr. Kornegay's evaluation.
- Announced the passing of George W. Roberts, Jr. and recognized his contributions to Bradford County as a former county commissioner and businessman.

**Commissioner Spooner**

- Comments on an Earth Day celebration that took place last Thursday at RJE where Head Start participants attended. Urged the board to interact with Head Start employees and take part in its initiatives.
- Remarks on the progress of the Health and Wellness Hub and the RJE gym construction.
- Comments about the board and other officials visiting Tallahassee next week.
- Remarks on the completion of the ACC (Advanced Certified Commissioners) accreditation by both she and Chair Andrews.
- Comments on the importance of having an economic development plan.

**11. CHAIR'S COMMENTS**

- Remarked that Mr. Kornegay covered the topics she was interested in hearing about during his progress report: impact fees, the five-year plan, updating policy and procedures, and the comprehensive plan.

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



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

\_\_\_\_\_  
DIANE ANDREWS, CHAIR

**ATTEST:**

\_\_\_\_\_  
DENNY THOMPSON, CLERK TO THE BOARD

**MINUTES PREPARED BY:**

\_\_\_\_\_  
RACHEL RHODEN, CHIEF DEPUTY CLERK

Minutes approved by the BOCC during a scheduled meeting on \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE OF MEETING: May 18, 2023

38 AGENDA ITEM: Agreement between WasteQuip and Bradford County Public Works/  
Solid Waste Department

DEPARTMENT: Public Works / Solid Department

PURPOSE: Trash Compactors at Keystone and Brooker sites are no longer repairable.

ASSOCIATED COST(S): Replacement Cost for the two will be \$44,928.91

BUDGET LINE (G/L #): 113-65-534-64005-00

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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PURCHASE OVER \$25,000

QUOTE DOCUMENTATION FORM

1. Attached three (3) written quotes to this form.
  2. Obtain a Purchase Order.
    - Attached this form AND three written quotes in the ADG finance system under your requisition request for a purchase order.
  3. Provide Marlene Stafford with a copy of a purchase order for new equipment over \$1,000.
- 

Date: 4/24/2023

Department: Public works / solid waste department

Contact Person: Bennie Jackson

Item or Project: Replacement of 2 compactors (Keystone and Brooker)

Justification: There is no fixing or welding on these compactor, BAD SHAPE

G/L Number: 113-65-534-64005-00

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**RECOMMENDED QUOTE 1**

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Vendor: WASTEQUIP

Quote Price: \$44,928.91 Note: sole source, Source-well

County Manager (or Designee) Signature: \_\_\_\_\_

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**QUOTE 2**

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Vendor: MARATHON

Quote Price: \$65,525.82

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**QUOTE 3**

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Vendor: No other's responded

Quote Price: \$ \_\_\_\_\_



5712 Lower 3rd Street, Alexandria, LA, 71302  
WQ-10271491

**Sell To:**

Contact Name Bennie Jackson  
 Bill To Name Bradford County  
 Bill To PO Box B  
 Starke, FL 32091-1286  
 USA  
 Email bennie\_jackson@bradfordcountyfl.gov  
 Phone (904) 364-8533

Ship To Name Bradford County  
 Ship To 945-E N Temple Ave  
 Starke, FL 32091  
 USA  
 Installation Location 945-E N Temple Ave  
 Starke, FL 32091

**Quote Information**

Salesperson Ernie Castro  
 Salesperson Email [ecastro@wastequip.com](mailto:ecastro@wastequip.com)  
 Salesperson Phone (352) 250-4669

Created Date 4/24/2023  
 Expiration Date 6/8/2023  
 Quote Number WQ-10271491  
 Please Reference Quote Number on all  
 Purchase Orders

Product	Product Description	Selected Option	Quantity	Sales Price	Total Price
Compaction - 445HD-F	Stationary Compactor Model includes a Key Start-Auto-Jog, 15HP Tri-volt T.E.F.C. motor, UL/CUL Listed, Remote Power Unit, Weather Cover, Controls in Panel Face, NEMA 4 Rated Control Panel, Heavy Duty Ratchet Binders, A.N.S.I Z.245.2 Compliant and WASTEC rated	Color: Dark Green Voltage: 230V 3PH Feed Side: Rear Feed Quick Disconnect: Right-Hand Side	2.00	\$14,662.25	\$29,324.50
Compaction - CO112	Hold To Run Button		2.00	\$0.00	\$0.00
Compaction - CO116	Pressure gauge - color coded and numeric - on power unit		2.00	\$182.38	\$364.76
Compaction - CO201-5 - 445-395-350	Container Options - Guide rails - 5' standard		2.00	\$261.72	\$523.44
Compaction - VAF-STAT-1	Guardian Control System		2.00	\$0.00	\$0.00
Compaction - VAF-STAT-2	(AMS) Automatic Maintenance Scheduler		2.00	\$0.00	\$0.00
Compaction - VAF-STAT-3	100% Full Light		2.00	\$0.00	\$0.00
Compaction - VAF-STAT-4	Multicycle Timer - factory set for 2 cycles		2.00	\$0.00	\$0.00
Compaction - VAF-STAT-5	Low Temperature Oil		2.00	\$0.00	\$0.00
Compaction					



5712 Lower 3rd Street, Alexandria, LA, 71302

WQ-10271491

-	Warranty: 3 Years Structural, 1 Years Parts and 1 Year Labor	2.00	\$0.00	\$0.00
VAF-STAT-6				
Compactor Installation		1.00	\$6,000.00	\$6,000.00
Surcharge		1.00	\$6,042.54	\$6,042.54

Payment Terms	Net 30 Days if credit has been established	Subtotal	\$42,255.24
Shipping Terms	FOB Origin	Shipping	\$2,673.67
		Tax	\$0.00
		Grand Total	\$44,928.91

**Additional Information**

**Additional Terms** Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

**Additional Information** Pricing is based on your anticipated Order prior to the expiration of this Quote, including product specifications, quantities and timing. Any differences to your Order may result in different pricing, freight or other costs. Due to volatility in petrochemical, steel and related Product material markets, actual prices and freight, are subject to change. We reserve the right, by providing notice to you at any time before beginning Product manufacturing, to increase the price of the Product(s) to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labor, materials, or other costs of manufacture or supply). Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations – actual volume. Products and materials are subject to manufacturing and commercial variation and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties. If customer is not tax exempt, final tax calculations are subject to change.

**Special Contract Information** Sourcewell-Pricing & Product offerings are based on the Sourcewell Co-Operative Contract with Wastequip, LLC (#040621-WQI, eff. 06/02/2021) and such Contract terms & conditions are incorporated herein by reference. Pricing & Product (& related) changes may occur at any time with proper documentation, & subject to Sourcewell approval; therefore, offerings may change without written prior notice. Wastequip Product Limited Warranties, Disclaimers, Limitation of Liability & Remedies, & Limited Warranty Provisions apply to all purchases thereunder.

**Signatures**

Accepted By: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**





909 County Rd 9 S  
P.O. Box 1798  
Vernon, AL 35592-1798

800-633-8974  
205-695-9105

January 20, 2023

To Whom It May Concern,

Be it known that Tampa Crane & Body is an approved and authorized dealer of all Marathon Equipment. They are and always have been in good standing with Marathon and Dover Corporation. As such, they are authorized to be a re-seller of Marathon Equipment under our Sourcewell contract #040621-MEC.

Tampa Crane & Body consistently provides excellent service and value to their customers as well as to Marathon itself. Feel free to contact me with any questions.

Thank you,

Matt Harris  
Senior Sales Manager  
Cell – 662-889-3998  
E-mail – [matt.harris@marathonequipment.com](mailto:matt.harris@marathonequipment.com)

(\$ 65,525.82)







BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 18, 2023 30

AGENDA ITEM: Request waiver of purchasing policy for the airport access road, DEO Agreement #G0062

DEPARTMENT: Public Works Department

PURPOSE: Request waiver of purchasing policy for the airport access road, DEO Agreement #G0062



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING:

30

May 18, 2023

AGENDA ITEM

Satisfaction of Mortgage on SHIP/Rehabilitation loan  
– Hartsfield-G

DEPARTMENT:

Community Development/SHIP

PURPOSE:

SHIP-Applicant/Rehabilitation loan has expired.  
Therefore, please consider approval of the Satisfaction  
of Mortgage to satisfy the mortgage.

ASSOCIATED COSTS:

-0-

G/L ACCOUNT:

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 Guy D. Hartsfield Jr. to Bradford County Board of County Commissioners; a body politic of the State of Florida.

Bearing the date 15th day of November 2004, recorded in Official Records BOOK 1075, Page 67-70, in the Office of the Clerk of the Circuit Court of Bradford County, State of Florida, securing that certain note in the principal sum \$9,295.05 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 1075, Page 68 in the Records of Bradford County.

Hereby acknowledge 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 18th day of May, 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 18th day of May 2023.

\_\_\_\_\_  
Notary Signature

Notary Seal

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: 3E May 18, 2023

AGENDA ITEM \_\_\_\_\_ Satisfaction of Mortgage on CDBG/Rehabilitation loan – Hartsfield-G

DEPARTMENT: Community Development/SHIP/CDBG

PURPOSE: CDBG-Applicant/Rehabilitation loan has expired. Therefore, please consider approval of the Satisfaction of Mortgage to satisfy the mortgage.

ASSOCIATED COSTS: -0-

G/L ACCOUNT: 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 Guy Davis Hartsfield, Jr., a single person, 2985 Northwest 228 Street, Lawtey, FL 32058, hereinafter called the Mortgagor, to Bradford County, Florida, a political subdivision of the State of Florida, 945 North Temple Avenue, Starke, Florida 32091, hereinafter called the Mortgagee bearing the date of the 14th day of February 2005, recorded in Book 1075, Pages 63 - 66, of the Public Records of Bradford County, Florida, securing that certain Promissory Note in the principal sum of Twenty-Five Thousand Dollars and No Cents (\$25,000.00), 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:

A parcel of land lying in the West 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 22, Township 5 South, Range 22 East, in Bradford County, Florida. Being more particularly described as follows: Commence at a concrete monument found at the Southwest corner of said West 1/2 for the Point of Beginning; thence run North 00 degrees, 09 minutes and 21 seconds East along the Westerly boundary thereof 667.77 feet to a found concrete monument (R.L.S. 2714); thence South 89 degrees, 39 minutes and 55 seconds East a distance of 262.00 feet to a set concrete monument; thence South 00 degrees, 19 minutes and 39 seconds West a distance of 667.45 feet to a concrete monument set on the Southerly boundary of said West 1/2; thence North 89 degrees, 44 minutes and 04 seconds West along said Southerly boundary 260.00 feet to the Point of Beginning, and improvements, thereupon.

Containing 4.00 acres.

hereby acknowledge and surrender the same as satisfied and cancelled, and hereby direct the Clerk of the said Circuit Court to cancel the same of record.

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 Bradford, 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

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AGENDA ITEM INFORMATION SHEET

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DATE: <sup>31</sup> May, 18 2023

AGENDA ITEM: Direct the county manager and county attorney to amend Ordinance 2004-25 to increase the 8<sup>th</sup> Judicial Fund surcharge from \$15 to \$30.

DEPARTMENT: County Manager

## 8<sup>th</sup> JUDICIAL FUND - \$15-\$30 SURCHARGE

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Chair and Board Members:

Please be advised that there is an opportunity for the board to decrease their General Fund (GF) contribution to fund 108 – Eighth Judicial Court Fund – by increasing a \$15.00 surcharge, set by Ordinance 2004-25, to \$30.00 on non-criminal traffic infractions and select criminal traffic infractions.

The county generates approximately \$92,000.00 from the \$15.00 surcharge revenue. If you increase the surcharge to \$30.00, you can anticipate generating approximately \$184,00.00 in revenue.

Currently the board contributes approximately \$100,000.00 from the GF to balance fund 108. In FY 23-24, we estimate that the board will need to contribute approximately \$150,000.00 from the GF to fund 108.

If the board desires to increase the surcharge to \$30.00 you will need to direct your county manager and staff attorney to amend Ordinance 2004-25 – the ordinance must be advertised 10 days prior to the scheduled public hearing.

Additionally, if you increase the surcharge, it would be our recommendation that the board only contribute \$50,000.00 from the GF to fund 108 in FY 2024. In FY 2025 we can determine if any contribution from the board is needed based on revenue generated from the \$30.00 surcharge.

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 18<sup>th</sup>, 2023

AGENDA ITEM: 4 Consider approval of LDR 19-00 (BoCC) – An application to amend the text of the Land Development Regulations by amending Section 14.6 Special Permits for Mining.

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

LDR 19-00, an application by the Board of County Commissioners, to amend the text of the Land Development Regulations by amending a portion of Section 2.1 entitled Definitions, General by revising the definition of excavation and mining and adding other definitions related to mining and excavation; and by deleting and replacing in its entirety 14.6 entitled Special Permits for Mining.

ASSOCIATED COST(S): None : Board sponsored amendment

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

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

None at this meeting.

RECOMMENDED MOTION:

None

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AGENDA ITEM APPROVAL

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

Words bolded and underlined are added

~~Words truck through are deleted~~

ATTACHMENT A  
LDR 19-00  
BOARD OF COUNTY COMMISSIONERS

LDR 19-00, an application by the Board of County Commissioners, to amend the text of the Land Development Regulations by amending a portion of Section 2.1 entitled Definitions, General by revising the definition of excavation and mining and adding other definitions related to mining and excavation; and by deleting and replacing in its entirety 14.6 entitled Special Permits for Mining.

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SECTION 2.1 DEFINITIONS, GENERAL

*By revising the definition of excavation and mining to read, as follows:*

~~Excavation.—Excavation means the digging, stripping or removal by any process of natural materials or deposits from their natural state and location.—The material deposits shall include but not be limited to rock, stone, minerals, clay, shell, sand, marl, muck, and soil but not including sod.~~

**Excavation: Excavation means the removal and transport of earth materials, sometimes referred to as borrow activities. This definition excludes commercial mining operations such as limerock, phosphate, and sand mining operations, excavation associated with construction of stormwater management facilities, excavation activities governed by County subdivision regulations, and excavation associated with sod farming and removal activities, and tree farming activities.**

~~Mining.—Mining also means mining operations and means those physical activities, other than prospecting and site preparation, which are necessary for extraction, waste disposal, storage, or dam operations prior to abandonment.~~

**Mining: Mining means the extraction of natural deposits from the earth which are regulated by the State of Florida under Chapter 211, Part II Florida Statutes, as amended, and Chapter 378, Florida Statutes, as amended, and by County Land Development Regulations.**

*By adding the following definitions to read, as follows:*

**Excavation and fill operation: Excavation and fill operation means an operation that involves the removal of surface and subsurface materials, including but not limited to earth, gravel, materials, minerals, peat, sand and soil, and replacing such material with clean debris.**

**Geologic features: Geologic features means a prominent or conspicuous characteristic of earth materials in the landscape.**

**Mining operation: Mining operation means a collective term referring to all aspects of the proposed mining scheme, including the plant, processing areas and total land area for which the applicant is applying for a permit.**

**Mining permit: Mining permit means a valid operating permit for the conduct of mining operations.**

**Mining unit: Mining unit means specified areas of land from which minerals are extracted in a specified period of time.**

**Significant geologic features: Significant geologic features means geologic features such as sinkholes, springs, caves, stream bluffs, escarpments, outcroppings and other karst features.**



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 18<sup>th</sup>, 2023

AGENDA ITEM: 5 Consider approval of CPA 19-00 (BoCC) – Amendment to the Text and Future Land Use Plan Map of the Bradford County Comprehensive Plan in regards to Mining regulations.

DEPARTMENT: Zoning

PURPOSE/DESCRIPTION:

CPA 19-00, an application by the Board of County Commissioners to amend the text and the Future Land Use Plan Map Series of the Comprehensive Plan by deleting Policy I.3.3 of the Future Land Use Element; by adding Objective I.3 and associated policies to the Future Land Use Element to regulate extraction activities, and renumbering the sequential objectives and associated policies; by amending the objectives and policies of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to add the Santa Fe River and the New River; by amending the Policy S.3.4 of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to comply with buffer standards established for mining activities pursuant to the policies of Objective I.3 of the Future Land Use Element; by deleting Illustration A-X of the Future Land Use Plan Map Series, entitled Mining Areas; by amending Policies V.2.1 and V.2.6 of the Conservation Element to add mining activities; by amending Policy V.2.8 of the Conservation Element to replace regulating mining operations within wetlands to prohibit mining operations within wetlands; by deleting Policy V.4.8 and renumbering Policy V.4.9 of the Conservation Element; by amending the new Policy V.4.8 of the Conservation Element to add language to include the applicant, any proposed mining activity, and mining operation permit to the requirements of this policy.

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Deleting Policy I.3.3 of the Future Land Use Element; by adding Objective I.3 and associated policies to the Future Land Use Element to regulate extraction activities, and renumbering the sequential objectives and associated policies; by amending the objectives and policies of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to add the Santa Fe River and the New River; by amending the Policy S.3.4 of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to comply with buffer standards established for mining activities pursuant to the policies of Objective I.3 of the Future Land Use Element;

ASSOCIATED COST(S): Fees waived by the Board of County Commissioners

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

**Words bolded and underlined are added**

~~Words struck through are deleted~~

ATTACHMENT A  
CPA 19-00  
BOARD OF COUNTY COMMISSIONERS

CPA 19-00, an application by the Board of County Commissioners to amend the text and the Future Land Use Plan Map Series of the Comprehensive Plan by deleting Policy I.3.3 of the Future Land Use Element; by adding Objective I.3 and associated policies to the Future Land Use Element to regulate extraction activities, and renumbering the sequential objectives and associated policies; by amending the objectives and policies of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to add the Santa Fe River and the New River; by amending the Policy S.3.4 of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to comply with buffer standards established for mining activities pursuant to the policies of Objective I.3 of the Future Land Use Element; by deleting Illustration A-X of the Future Land Use Plan Map Series, entitled Mining Areas; by amending Policies V.2.1 and V.2.6 of the Conservation Element to add mining activities; by amending Policy V.2.8 of the Conservation Element to replace regulating mining operations within wetlands to prohibit mining operations within wetlands; by deleting Policy V.4.8 and renumbering Policy V.4.9 of the Conservation Element; by amending the new Policy V.4.8 of the Conservation Element to add language to include the applicant, any proposed mining activity, and mining operation permit to the requirements of this policy.

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Deleting Policy I.3.3 of the Future Land Use Element; by adding Objective I.3 and associated policies to the Future Land Use Element to regulate extraction activities, and renumbering the sequential objectives and associated policies; by amending the objectives and policies of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to add the Santa Fe River and the New River; by amending the Policy S.3.4 of the Suwannee River System 100-Year Floodplain Special Planning Area section of the Future Land Use Element to comply with buffer standards established for mining activities pursuant to the policies of Objective I.3 of the Future Land Use Element;

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FUTURE LAND USE ELEMENT

INTRODUCTION

This Future Land Use Element and Future Land Use Plan map and map series designate the general distribution, location and extent of the uses of land within the unincorporated areas of the County. They provide for the appropriate distribution of population densities and building and structural densities and intensities. The data collected for this plan element and its analysis, contained in the County's Data and Analysis document, are not part of this plan element but provide a basis for its formulation.

The following goal, objectives and policies provide guidance in the distribution of future land uses. The focal point around which this Future Land Use Element is centered is the relationship between urban and rural development areas of the County and the uses and intensity of such uses for each area. As the unincorporated areas of the County are primarily rural in character and use, there is an opportunity to provide appropriate direction for the future location and concentration of urban uses. The concentration of urban uses within the urban development areas of the County should enable both the public and private sectors to feasibly plan for the logical provision of needed public facilities and services.

The following policies list uses for each of the land use classifications described in the Future Land Use Element. In addition to the uses there are also uses listed as special exceptions or special permits. A special exception or special permit is a use that would not be appropriate generally or without restrictions throughout the land use classification, but if controlled as to number, area or location, would promote the public health, safety, welfare, morals, order, comfort, convenience, appearance, prosperity or general

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TO BE COMPLETED BY THE COUNTY MANAGER'S OFFICE

RECOMMENDED ACTION:

None at this meeting.

RECOMMENDED MOTION:

None

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AGENDA ITEM APPROVAL

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

COUNTY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: May 18, 2023

AGENDA ITEM: 6

Adoption of: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AMENDING, REVISING, AND REPLACING IN ITS ENTIRETY THE COMMISSIONER DISTRICTS OF BRADFORD COUNTY, FLORIDA, PURSUANT TO THE FLORIDA CONSTITUTION ARTICLE VIII, SECTION 1(e); PROVIDING REVISED COMMISSIONER DISTRICTS BASED ON THE 2020 CENSUS DATA; PROVIDING FOR PUBLICATION OF THE REVISED DISTRICTS IN ACCORDANCE WITH SECTION 124.02(1), FLORIDA STATUTES; PROVIDING FOR FILING OF COPIES AND FURNISHING OF MINUTES; PROVIDING FOR AN EFFECTIVE DATE.

**RESOLUTION 2023 - 07**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA, AMENDING, REVISING, AND REPLACING IN ITS ENTIRETY THE COMMISSIONER DISTRICTS OF BRADFORD COUNTY, FLORIDA, PURSUANT TO THE FLORIDA CONSTITUTION ARTICLE VIII, SECTION 1(e); PROVIDING REVISED COMMISSIONER DISTRICTS BASED ON THE 2020 CENSUS DATA; PROVIDING FOR PUBLICATION OF THE REVISED DISTRICTS IN ACCORDANCE WITH SECTION 124.02(1), FLORIDA STATUTES; PROVIDING FOR FILING OF COPIES AND FURNISHING OF MINUTES; PROVIDING FOR AN EFFECTIVE DATE.**

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**WHEREAS**, Article VIII, Section 1, Paragraph (e) of the Florida Constitution requires the Board of County Commissioners to divide the County into districts of contiguous territory as nearly equal in population as practicable following each decennial census; and,

**WHEREAS**, on January 23, 2023, March 13, 2023, March 27, 2023 and April 10, 2023, the Board of County Commissioners conducted joint workshops with the Bradford County School District, which allowed for public comment and considered alternative redistricting proposals including the recommendation attached hereto as Exhibit A which delineates five (5) commissioner districts and the legal descriptions for each district; and,

**WHEREAS**, on May 18, 2023, the Board of County Commissioners conducted a public hearing and considered the redistricting proposals including the recommendation attached hereto as Exhibit A which delineates five (5) commissioner districts and the legal descriptions for each district; and,

**WHEREAS**, the Board of County Commissioner of Bradford County, Florida finds as a matter of fact that the following described districts with their boundaries as set forth herein meet the requirements of law.

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Bradford County, Florida that there is altered and created in Bradford County, Florida five (5) County Commissioner Districts, with the legal descriptions and boundaries of said districts being as follows:

DISTRICT 1: County Commission and School Board District 1 in Bradford County, Florida being more particularly described as follows:

Commence at the intersection of the centerline of NE County Road 125 with the Easterly boundary of Bradford County for the Point of Beginning and run Southerly, along said Easterly boundary, to an intersection with the Northerly boundary of Section 24, Township 6 South, Range 22 East; thence Westerly, along said Northerly boundary and along the Northerly boundaries of Sections 22 and 23, of said Township 6 South, Range 22 East to an intersection with the Northeast Corner of the City Limits of the City of Starke; thence Southerly, along said Easterly boundary, to an intersection with the centerline of State Road 16 (East Brownlee St.); thence Westerly along said centerline to an intersection with the centerline of Old Lawtey Road; thence South, along said centerline to an intersection with the centerline of Thomas Street; thence Westerly, along said centerline to an intersection with the centerline of St. Clair Street; thence Northerly, along said centerline, to an intersection with said State Road 16 (East Brownlee St.) thence Northwesterly, along said centerline, to an intersection with the centerline of West Weldon Street (County Road 229); thence Westerly, along said centerline, to an intersection with the centerline of State Road 223 (the Starke Bypass); thence Southerly, along said centerline, to an intersection with the Northerly boundary of Section 30, Township 6 South, Range 22 East; thence Easterly along said Northerly boundary of Section 29, Township 6 South, Range 22 East, to an intersection with the Westerly boundary of the City Limits of the City of Starke at the Northwest corner of Parcel #03996-0-00000; thence Southerly, Easterly and Southerly along said Westerly boundary of the City Limits of Starke, to the Southwest corner of parcel #04071-0-00000; thence South to the Northwest corner of parcel #04072-0-00100 on said Westerly City Limits line; thence Southerly along said city limits line to an intersection with the centerline of SW County Road 100A (Edwards Road); thence Easterly along said centerline, to an intersection with the centerline of State Road 200 (U.S. 301 and Temple Avenue); thence Northerly along said centerline to an intersection with the Northerly boundary of Section 33, Township 6 South, Range 22 East; thence Easterly along said Northerly boundary to an intersection with the centerline of State Road 100 (S. Water Street); thence Southerly along said centerline, to an intersection with the centerline of SE 144th Street; thence Westerly, along said centerline, to an intersection with the centerline of the CSX Transportation Railroad; thence Southerly, along said centerline, to an intersection with the Northerly boundary of Section 5, Township 7 South, Range 22 East; thence Westerly, along said Northerly boundary, to the Northeast corner of parcel #04691-0-00100; thence Southerly, along the Easterly boundary thereof, to the Southeast corner thereof; thence Westerly, along the Southerly boundary thereof, to an intersection with the centerline of SE 44th Avenue; thence Southerly along said centerline to an intersection with a Westerly prolongation of the Southerly boundary of parcel #04691-0-00401; thence Westerly, along said prolongation and along the Southerly boundary thereof, and along the Southerly boundaries of parcels #04701-0-00200, #04701-0-00000, #04701-0-00102, and #04701-0-00100 to the Southwest corner of said parcel #04701-0-00100; thence Northerly, along the Westerly boundary of said parcel #04701-0-00100, to an intersection with said Northerly boundary of Section 5, Township 7 South, Range 22 East; thence Westerly, along said Northerly boundary and along the Northerly boundary of Section 6, Township 7 South, Range 22 East, to an



intersection with the centerline of said State Road 223; thence Northerly, along said centerline, to an intersection with the centerline of State Road 100 West (Madison Street); thence Northwesterly, along said centerline, to an intersection with the Easterly boundary of Section 24, Township 6 South, Range 21 East; thence Northerly along said Easterly boundary to the Southeast corner of the NE1/4 of said Section 24; thence Westerly, along the Southerly boundary of said NE1/4, to the Southwest corner of the E1/2 of said NE1/4; thence Northerly, along the Westerly boundary of said E1/2 to the Southeast corner of the NW1/4 of said NE1/4; thence Westerly, along the Southerly boundary of said NW1/4 of NE1/4 to the Southwest corner thereof; thence Northerly along the Westerly boundary thereof, to the Northwest corner thereof; thence Northerly along the Westerly boundary of the SE1/4 of Section 13, Township 6 South, Range 21 East, to the Northwest corner of said SE1/4 of Section 13; thence Easterly, along the Northerly boundary thereof, to the Southwest corner of parcel #00709-0-01200; thence Northerly, along the Westerly boundary thereof, to the Southwest corner of parcel #00709-0-00700; thence Northerly along the Westerly boundary thereof, and along a Northerly prolongation of said Westerly boundary, to an intersection with the centerline of NW 180th Street; thence Easterly, along said centerline, to an intersection with the centerline of NW County Road 229 (Weldon Street); thence Northerly, along said centerline to an intersection with the Westerly boundary of Section 18, Township 6 South, Range 22 East; thence Northerly, along said Westerly boundary, to the Northwest corner thereof; thence Easterly, along the Northerly boundary thereof, to the Northeast corner of the NW1/4 of NE1/4 of said Section 18; thence Southerly, along the Westerly boundary thereof, to the Southeast corner thereof; thence Easterly, along the Southerly boundary of the NE1/4 of NE1/4 of said Section 18 to an intersection with the Westerly Boundary of Connerly Estates as recorded in Plat Book 3, Page 37 of the public records of said County; thence Southerly, along said Westerly boundary to the Southwest corner of said Connerly Estates; thence Easterly, along the Southerly boundary thereof, to the Southeast corner of the NW1/4 of NW1/4 of said Section 17 (also the SE corner of Lot 33 of said Connerly Estates) thence Southerly along the Easterly boundary of the SW1/4 of NW1/4 of said Section 17 to an intersection with the centerline of NW 177th Street; thence Easterly, along said centerline, to an intersection with the centerline of State Road 16; thence Southerly along said centerline, to an intersection with the Northerly boundary of the City Limits of the City of Starke; thence Easterly, along said Northerly boundary, to the centerline of the right of way of State Road 200 (U.S. 301); thence North, along said centerline to an intersection with the centerline of NE County Road 125; thence Easterly, along said centerline, to the Point of Beginning.

DISTRICT 2: County Commission and School Board District 2 in Bradford County, Florida being more particularly described as follows:

Commence at the Northeast corner of Bradford County for the Point of Beginning and run Southerly, along the Easterly boundary thereof, to an intersection with the centerline of NE County Road 125; thence Westerly, along said centerline, to an intersection with the centerline of the right of way of State Road 200 (U.S. 301); thence Southerly along said centerline, to an intersection with the Northerly boundary of the City Limits of the City of Starke; thence Westerly, along said Northerly boundary, to an intersection with the centerline of State Road 16; thence Northerly, along said centerline,



to an intersection with the centerline of NW 177th Street; thence Westerly, along said centerline, to an intersection with the Easterly boundary of the SW1/4 of NW1/4 of Section 17, Township 6 South, Range 22 East; thence Northerly along said Easterly boundary to the Northeast corner thereof (also the Southeast corner of Connerly Estates Subdivision as recorded in Plat Book 3, Page 37 of the public records of said County; thence Westerly, along the Southerly boundary of said Connerly Estates to the Southwest corner thereof; thence Northerly along the Westerly boundary thereof, to an intersection with the Southerly boundary of the NE1/4 of NE1/4 of Section 18, Township 6 South, Range 22 East; thence Westerly, along said Southerly boundary to the Southwest corner of said NE1/4 of NE1/4; thence Northerly, along the Westerly boundary thereof, to the Northwest corner of said NE1/4 of NE1/4; thence Westerly, along the Northerly boundary of said Section 18, to the Northwest corner thereof; thence Southerly, along the Westerly boundary thereof to an intersection with the centerline of NW County Road 229; thence Northwesterly, along said centerline, to an intersection with the centerline of New River (also the Northwesterly boundary of Bradford County); thence Northerly along said centerline and along said Northwesterly boundary, to the Northerly boundary of Section 19, Township 4 South, Range 22 East and the Northerly boundary of Bradford County; thence Easterly, along said Northerly Boundary and along the Northerly boundaries of Sections 20, 21, 22, 23 and 24 of said Township 4 South, Range 22 East, to the Northeast corner of Bradford County and the Point of Beginning.

DISTRICT 3: County Commission and School Board District 3 in Bradford County, Florida being more particularly described as follows:

Commence at the Northeast corner of Section 24, Township 6 South, Range 22 East on the Easterly Boundary of Bradford County for the Point of Beginning and run Southerly, along said Easterly boundary, to an intersection with the centerline of the CSX Transportation Railroad (Dupont Spur) in Section 1, Township 7 South, Range 22 East; thence Northwesterly, along said centerline, to an intersection with the centerline of SE County Road 100A; thence Northerly, and Westerly along said centerline, to an intersection with the centerline of State Road 100; thence Northwesterly, along said centerline, to an intersection with the Northerly boundary of Section 33, Township 6 South, Range 22 East; thence Westerly, along said Northerly boundary, to an intersection with the centerline of State Road 200 (U.S. 301 and Temple Avenue); thence Southerly, along said centerline, to an intersection with the centerline of SW County Road 100A (Edwards Road); thence Westerly, along said centerline, to an intersection with the Westerly boundary of the City Limits of Starke; thence Northerly, along said Westerly boundary to the Northwest corner of parcel #04072-0-00100; thence Northerly, to the Southwest corner of parcel #04071-0-00000 on the Westerly boundary of the city limits of Starke; thence Northerly, along said Westerly city limits to a jog in said Westerly boundary on the Southerly boundary of parcel #03966-0-00000; thence Westerly, and Northerly, along the boundary of said parcel to the Northwest corner thereof and the Northerly boundary of Section 29, Township 6 South, Range 22 East; thence Easterly, along said Northerly boundary, and along the Northerly boundary of Section 30 of said Township 6 South, Range 22 East; to an intersection the centerline of State Road 223 (the City of Starke Bypass); thence Northerly, along said centerline, to an intersection with the centerline of

NW County Road 229 (Weldon Street); thence Southeasterly and Easterly, along said centerline, to an intersection with the centerline of State Road 16 (Raiford Road); thence Easterly, along said centerline, to an intersection with the centerline of St. Clair Street; thence Southerly, along said centerline to an intersection with the centerline of Thomas Street; thence Easterly, along said centerline, to an intersection with the centerline of Old Lawtey Road; thence Northerly, along said centerline, to an intersection with the centerline of said State Road 16; thence Easterly, along said centerline of State Road 16, to an intersection with the Easterly boundary of the City Limits of the City of Starke; thence Northerly along said Easterly boundary, to the Northeast corner of said City Limits of the City of Starke (also on the Northerly boundary of Section 22, Township 6 South, Range 22 East); thence Easterly along the Northerly boundary of said Section 22 and along the Northerly boundaries of Section 23 and 24 of Township 6 South, Range 22 East to the Point of Beginning.

DISTRICT 4: County Commission and School Board District 4 in Bradford County, Florida being more particularly described as follows:

Commence at the Southeast corner of Bradford County for the Point of Beginning and run Northwesterly along the Southwesterly boundary of Bradford County to an intersection with the centerline of SW County Road 225A; thence Northerly, along said centerline, to an intersection with the centerline of SW County Road 18; thence Northeasterly, along said centerline, to an intersection with the centerline of SW County Road 227; thence Northeasterly, along said centerline, to an intersection with the centerline of SW 113th Street; thence Southeasterly, along said centerline, to an intersection with the centerline of State Road 200 (U.S. 301); thence Northeasterly, along said centerline, to an intersection with the Centerline of SE County Road 221; thence Southeasterly, along said centerline, to an intersection with the Centerline of SE 109th Street; thence Easterly, along said centerline, to an intersection with the centerline of State Road 100; thence Southerly, along said centerline, to an intersection with the centerline of SE 105th Street (Camp Road); thence Easterly, along said centerline and along the centerlines of SE 111th Ave and SE 2nd Lane (note: Camp Road is the locally accepted name for SE 105th St, SE 111th Ave, and SE 2nd Ln) to an intersection with the Northerly boundary of Section 24, Township 7 South, Range 22 East; thence Easterly, along said Northerly boundary to the Northeast corner thereof (said Northeast Corner being on the Easterly Boundary of said Bradford County); thence Southerly, along said Easterly boundary to the Point of Beginning.

DISTRICT 5: County Commission and School Board District 5 in Bradford County, Florida being more particularly described as follows:

Commence at the intersection of the CSX Transportation Railroad (DuPont Spur) with the Easterly Boundary of Section 1, Township 7 South, Range 22 East (also being the Easterly boundary of Bradford County) and run South, along said Easterly Boundary of Bradford County to the Northeast corner of Section 24, Township 7 South, Range 22 East; thence Westerly, along the Northerly boundary thereof to an intersection with the centerline of SE 2nd Lane (Camp Road); thence Southwesterly, along said centerline and along the

centerline of SE 111th Avenue and SE 105th Street (note: Camp Road is the locally accepted name for SE 105th St, SE 111th Ave, and SE 2nd Ln) to an intersection with the centerline of State Road 100; thence Northerly, along said State Road 100 to an intersection with the centerline of SE 109th Street; thence Westerly, along said Centerline, to an intersection with the centerline of SE County Road 221; thence Northwesterly, along said centerline, to an intersection with the centerline of State Road 200 (U.S. 301); thence Southwesterly, along said centerline, to an intersection with the centerline of SW 113th Street; thence Northwesterly, along said centerline, to an intersection with the centerline of SW County Road 227; thence Southwesterly, along said centerline to an intersection with the Centerline of SW County Road 18; thence Southwesterly, along said centerline, to an intersection with the centerline of SW County Road 225a; thence Southerly, along said centerline, to an intersection with the Southerly boundary of Bradford County; thence Westerly, Northerly and Northeasterly, along said Boundary of Bradford County to an intersection with the centerline of NW County Road 229; thence Southeasterly along said centerline, to an intersection with the Centerline of NW 180th Street; thence Westerly, along said centerline to an intersection with a Northerly prolongation of the Westerly boundary of parcel #00709-0-00700; thence Southerly, along said Northerly prolongation and Westerly boundary, and the Westerly boundary of parcel #00709-0-01200 to the Southwest corner thereof (also on the Northerly boundary of the NE1/4 of SE1/4 of Section 13, Township 6 South, Range 21 East); thence Westerly, along said Northerly boundary, and along the Northerly boundary of the NW1/4 of SE1/4 of said Section 13 to the Northwest corner thereof; thence Southerly, along the Westerly boundary of said SE1/4 of Section 13 and along the Westerly boundary of the NW1/4 of NE1/4 of Section 24, of Township 6 South, Range 21 East to the Southwest corner of said NW1/4 of NE1/4; thence Easterly, along the Southerly boundary thereof, to the Southeast corner of said NW1/4 of NE1/4; thence Southerly along the Westerly boundary of the SE1/4 of NE1/4 of said Section 24, to the Southwest corner thereof; thence Easterly, along the Southerly boundary thereof, to an intersection with the Easterly boundary of said Section 24; thence Southerly, along said Easterly boundary, to an intersection with the Centerline of State Road 100 West; thence Southeasterly, along said centerline to an intersection with the centerline of State Road 223 (City of Starke Bypass); thence Southerly, along said centerline to an intersection with the Northerly boundary of Section 6, Township 7 South, Range 22 East; thence Easterly, along said Northerly boundary and along the Northerly boundary of Section 5, Township 7 South, Range 22 East to the Northwest corner of parcel #04701-0-00100; thence Southerly, along the Westerly boundary thereof to the Southwest corner of said parcel; thence Easterly along the Southerly boundary thereof and along the Southerly boundaries of parcels #04701-0-00102, #04701-0-00000, #04701-0-00200, #04691-0-00401 and along an Easterly prolongation of the southerly boundary of said parcel #04691-0-00401 to an intersection with the centerline of SE 44th Avenue; thence Northerly, along said centerline to an intersection with a Westerly prolongation of the Southerly boundary of parcel #04691-0-00100; thence Easterly, along said Westerly prolongation and along said Southerly boundary to the Southeast corner thereof; thence Northerly along the Easterly boundary of said parcel to an intersection with the Northerly boundary of said Section 5, Township 7 South, Range 22 East; thence Easterly, along said Northerly boundary of Section 5, to an intersection with the Centerline of the CSX Transportation Railroad; thence Northeasterly, along said Centerline, to an intersection with the Centerline

of SE 144th Street; thence Easterly, along said centerline to an intersection with the centerline of State Road 100; thence Easterly along SE County Road 100a and Southerly along SE County Road 100A to the intersection with the CSX Transportation Railroad DuPont Spur in Section 35, Township 6 South, Range 22 East; thence Southeasterly, along said centerline, to an intersection with the Easterly Boundary of Bradford County and the Point of Beginning.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution was advertised and published once a week for 2 consecutive weeks in a newspaper published and circulated in Bradford County, Florida, as required by law, on May 4, 2023 and May 11, 2023; and

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution be furnished forthwith to the Department of State of the State of Florida, and the Bradford County Supervisor of Elections.

**PASSED AND ADOPTED** this 18<sup>th</sup> day May 2023 at a regular meeting of the Bradford County Board of County Commissioners.

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**Diane Andrews, Chair**

**ATTEST:**

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**Denny Thompson, Clerk**

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: 7 May 18, 2023

AGENDA ITEM:

Adoption of: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #445818-1-54-01

**RESOLUTION 2023-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA AUTHORIZING THE EXECUTION OF A CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FINANCIAL PROJECT #445818-1-54-01.**

**WHEREAS**, the Florida Department of Transportation desires the execution of a Coronavirus State and Local Fiscal Recovery Funds Agreement, for the project management of the design, construction and CEI of the resurfacing of CR 235 from CR 231 to SR 100 in Bradford County. The estimated cost for this Agreement is \$5,095,797.00 with a completion date of May 1, 2026; and

**WHEREAS**, the Board of County Commissioners of Bradford County, Florida finds that such a project will provide a benefit to Bradford County.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of County Commissioners of Bradford County, Florida, that the County Manager or the Chair of the Board of County Commissioners is hereby authorized to execute the Coronavirus State and Local Fiscal Recovery Funds Agreement between the Bradford County Board of Commissioners and the Florida Department of Transportation for Financial Project ID: 445818-1-54-01 (attached as Exhibit "A");

**IT IS FURTHER RESOLVED**, the staff is directed to provide for the preparation, execution and finalization of the agreement with the State of Florida, Department of Transportation and shall transmit the original and any necessary copies of said agreement to the State of Florida, Department of Transportation at its offices in Lake City, Florida.

**RESOLVED AND ADOPTED** by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting this 18<sup>th</sup> day of May 2023.

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

By: \_\_\_\_\_  
**DIANE ANDREWS, its Chair**

ATTEST:

By: \_\_\_\_\_  
**DENNY THOMPSON,**  
Clerk to the Board



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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FPN: <u>445818-1-54-01</u>	FPN: _____	FPN: _____
Federal No (FAIN): _____	Federal No (FAIN): _____	Federal No (FAIN): _____
Federal Award Date: _____	Federal Award Date: _____	Federal Award Date: _____
Fund: <u>ARSC</u>	Fund: _____	Fund: _____
Org Code: <u>55024010206</u>	Org Code: _____	Org Code: _____
FLAIR Approp: <u>085149</u>	FLAIR Approp: _____	FLAIR Approp: _____
FLAIR Obj: <u>751000</u>	FLAIR Obj: _____	FLAIR Obj: _____

County No: 28 Contract No: \_\_\_\_\_

Subrecipient Vendor No: F596000519035 Subrecipient Unique Entity ID SAM No: N8RPL7ND6WY6

Catalog of Federal Domestic Assistance (CFDA): 21.027 Coronavirus State and Local Fiscal Recovery Funds Program

THIS CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT ("Agreement") is entered into on \_\_\_\_\_ ("Effective Date"), by and between the State of Florida Department of Transportation, an agency of the State of Florida ("Department"), and Bradford County ("Subrecipient").

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

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Section 197 of Chapter 2022-156, Laws of Florida, and Sections 339.2816 and 339.2818, Florida Statutes. The Subrecipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.
2. **Purpose of Agreement:** The purpose of this Agreement is to provide the Subrecipient with federal financial assistance awarded to the State of Florida under the Coronavirus State and Local Fiscal Recovery Funds Program established by the American Rescue Plan Act of 2021 (ARPA), as amended by the Infrastructure Investment Jobs Act (Nov. 15, 2021) and the State, Local Tribal and Territorial Fiscal Recovery, Infrastructure, and Disaster Relief Flexibility Act (enacted as part of the Consolidated Appropriations Act, 2023), hereinafter referred to as "ARPA Funds", appropriated to the Department for projects eligible for funding under the Small County Outreach Program and/or the Small County Road Assistance Program, Florida state programs governed by Sections 339.2816 and 339.2818, Florida Statutes. This Agreement is specifically for the design, construction and CEI of the resurfacing of CR 235 from CR 231 to SR 100 in Bradford County (the "Project"), which is further described in **Exhibit "A"**, Project Description and Responsibilities attached to and incorporated in this Agreement; to provide the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
3. **Term of Agreement:** The Subrecipient agrees to complete the Project on or before May 1, 2026. If the Subrecipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Subrecipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the term of this Agreement will not be reimbursed by the Department.
4. **Project Cost:**
  - a. The estimated cost of the Project is \$ 5,095,797.00. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B"**, attached to and incorporated in this Agreement. **Exhibit "B"** may be modified by mutual execution of an amendment as provided for in paragraph 5.i.
  - b. The Department agrees to participate in the Project cost up to the maximum amount of \$5,095,797.00 and as more fully described in **Exhibit "B"**. The Subrecipient agrees to bear all expenses in excess of the total cost of the Project and any deficits incurred in connection with the completion of the Project.



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- c. Project costs eligible for ARPA Funds will be allowed only from the Effective Date of this Agreement. It is understood that the use of ARPA Funds for eligible Project costs is subject to:
- i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
  - ii. Availability of funds as stated in paragraphs 5.l. and 5.m. of this Agreement;
  - iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
  - iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.
- d. If applicable, the Subrecipient agrees to provide all matching funds required under the Small County Outreach Program, unless Subrecipient applies for a waiver or reduction of the corresponding match in compliance with Section 288.0656(2)(e), Florida Statutes, and such waiver or reduction is approved in writing by the Department.

#### 5. Requisitions and Payments

- a. The Subrecipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**.
- i. **Eligible Costs.** The ARPA Funds provided by the Department under this Agreement will only be available for eligible Project costs as specifically detailed in **Exhibit A**, incurred as of the Effective Date and prior to termination or expiration of this Agreement.
  - ii. **Ineligible Costs.** In determining the amount of any payment, the Department will exclude all Project costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of financial assistance reflected in **Exhibit B** for the Project, costs agreed to be borne by the Subrecipient or its contractors and subcontractors for not meeting the Project commencement and final invoice timelines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department. Pre-award costs, as defined in 2 CFR 200.458, related to the Project may not be paid using ARPA Funds. Further, the ARPA Funds provided under this Agreement will not be eligible for any cost incurred not in accordance with applicable federal and state laws, regulations and guidance requirements. If the federal government of the United States or the Department determines that any cost claimed is not eligible, the Department will notify the Subrecipient. The notification will identify the items and amounts not eligible for reimbursement with ARPA Funds and the reason the items and amount are not eligible. If the Subrecipient is not in compliance with the requirements of this Agreement, but such non-compliance is rectifiable during the term of this Agreement, ARPA Funds may be withheld by the Department until the non-compliance is corrected. If the Subrecipient's non-compliance is not rectifiable during the term of this Agreement, the Department may deny use of ARPA Funds, in whole or in part. If as a result of the Subrecipient's failure to comply with the terms of this Agreement the federal government of the United States determines that ARPA Funds will no longer be available for the Project: (i) the Department is authorized to discontinue providing ARPA Funds for the Project under this Agreement; and (ii) the Department is not required to provide any additional financial assistance for the Project. A determination by the federal government of the United States that federal financial assistance is no longer available for the Project is final. The Subrecipient waives any right to contest a discontinuance of ARPA Funds under this Agreement if the federal government of the United States determines such funds are no longer available.
  - iii. This Agreement is financed by federal funds. However, payments to the Subrecipient will be made by the Department. The United States is not a party to this Agreement and no reference in this

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Agreement, to the United States, U.S. Department of the Treasury, the federal government of the United States or any representatives of the federal government makes the United States a party to this Agreement.

- b. Invoices shall be submitted by the Subrecipient in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments. Requests for reimbursement by the Subrecipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Subrecipient shall use the format for the invoice and progress report that is approved by the Department. Approved invoice formats are found in **Exhibit "P"**, Project Invoice Form. Additionally, to obtain any of the federal funds available from the Department under this Agreement, the Sub-recipient shall provide the Department's Project Manager its request for reimbursement and any other information regarding the Project and the Project Accounts (defined below) required to justify and support the payment request. Payment requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

- c. The Subrecipient shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Subrecipient or its contractors and subcontractors and other ineligible costs as provided in this Agreement. All costs charged to the Project, including any approved services contributed by the Subrecipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Subrecipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, Contract Payment Requirements.
- e. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Subrecipient is unsatisfactory, the Department shall notify the Subrecipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Subrecipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Subrecipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Subrecipient will not be reimbursed to the extent of the non-performance. The Subrecipient will not be reimbursed until the Subrecipient resolves the deficiency. If the deficiency is subsequently resolved, the Subrecipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Subrecipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- f. Subrecipient should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are

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measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

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

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

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

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of

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the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.”

- m. Reversion of Unexpended ARPA Funds.** All funds awarded by the Department under this Agreement that have not been expended for Project activities during the term of this Agreement shall revert to the Department.

**6. Department Payment Obligations:**

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

- a. The Subrecipient shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;
- b. There is any pending litigation with respect to the performance by the Subrecipient of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments for the Project;
- c. The Subrecipient shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;
- d. There has been any violation of the conflict of interest provisions contained in paragraph 13.f.;
- e. The Subrecipient has been determined by the Department to be in default under any of the provisions of the Agreement.

Upon a finding by the federal government of the United States, or the Department in lieu of the federal government of the United States, that the Subrecipient has made an unauthorized or undocumented use of ARPA Funds, or that any Project costs are ineligible for reimbursement, and upon a written demand for repayment issued by the Department, the Subrecipient shall repay such amounts to the Department within 40 days of written demand. The Subrecipient shall also repay any other financial assistance funding received by the Subrecipient under this Agreement in excess of the amount to which the Subrecipient is entitled. Such funds shall be repaid to the Department within 40 days of written demand.

**7. General Requirements:**

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

- a. Execution of this Agreement by the Parties shall be deemed the Department's Notice to Proceed (“NTP”) with the non-construction phases of the Project. If the Project involves a construction phase, the



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Subrecipient shall not begin the construction phase of the Project until the Subrecipient requests and receives the Department's written NTP with the construction phase of the Project.

Once the Agreement is executed by the Parties, the Subrecipient shall be obligated to submit an invoice or other request for reimbursement to the Department no less than once every 90 days (quarterly), beginning from the Effective Date. If the Subrecipient fails to submit quarterly invoices to the Department, then the Subrecipient may be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Subrecipient waives the right to contest any removal of funds by the Department if the Subrecipient fails to provide the above-referenced invoice and progress report using the format identified in **Exhibit "P", Project Invoice Form**. No cost may be incurred under this Agreement until the Effective Date or after the Subrecipient has received a written NTP from the Department, if required. The Subrecipient agrees to advertise or put the Project out to bid within thirty (30) days from the Effective Date or the date the Department issues the NTP for the construction phase of the Project. If the Subrecipient is not able to meet the scheduled advertisement, the Department Project Manager should be notified as soon as possible.

- b. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Subrecipient, then the Department will request repayment for the previously billed and reimbursed amounts from the Subrecipient. No state funds can be used on the Project unless authorized pursuant to **Exhibit "I", State Funds Addendum**, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Subrecipient to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Subrecipient will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.
- c. The Subrecipient shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Subrecipient to provide the necessary funds for completion of the Project.
  - i. The Subrecipient shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and the Federal government may require. The Subrecipient shall make such submissions using Department-designated information systems. Further, Subrecipient agrees to maintain property records, conduct physical inventories and develop control systems as required by 2 CFR 200, when applicable, and retain the records described in 2 CFR 200.334 *et seq.*, as amended, for a period of five years.

#### **8. Audit Reports:**

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

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include, but not be limited to, on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Subrecipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer ("CFO"), or State of Florida Auditor General.
- b. The Subrecipient, a non-federal entity as defined by 2 CFR Part 200, is subject to the following requirements:

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- i. In the event the Subrecipient expends a total amount of federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Subrecipient must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “E”** to this Agreement provides the required federal award identification information needed by the Subrecipient to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining federal awards expended in a fiscal year, the Subrecipient must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
- ii. In connection with the audit requirements, the Subrecipient shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
- iii. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards, the Subrecipient is exempt from federal audit requirements for that fiscal year. However, the Subrecipient must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Subrecipient's audit period for each applicable audit year. In the event the Subrecipient expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Subrecipient's resources obtained from other than federal entities).
- iv. The Subrecipient must electronically submit to the Federal Audit Clearinghouse (“FAC”) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Subrecipient's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Subrecipient fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
  1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or more severe enforcement action by the Department;
  2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate the federal award;
  4. Initiate suspension or debarment proceedings as authorized under 2 CFR Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
  5. Withhold further federal awards for the Project or program;
  6. Take other remedies that may be legally available.



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- vi. As a condition of receiving this federal award, the Subrecipient shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Subrecipient's records including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, Florida 32399-0450  
[FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

- c. The Subrecipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, the CFO, or State of Florida Auditor General access to such records upon request. The Subrecipient shall ensure that the audit working papers are made available to the Department or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

**9. Termination or Suspension of Project:**

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

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

**10. Contracts of the Subrecipient:**

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- a. Except as otherwise authorized in writing by the Department, the Subrecipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Subrecipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Subrecipient's compliance in full with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 CFR 172, and 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. At the discretion of the Department, the Subrecipient will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Subrecipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.
- c. The Subrecipient shall require its consultants and contractors to take emergency steps to close any public road whenever there is a risk to life, health and safety of the travelling public. The safety of the travelling public is the Department's first priority for the Subrecipient. If lane or road closures are required by the Subrecipient to ensure the life, health, and safety of the travelling public, the Subrecipient must notify the District Construction Engineer and District Traffic Operations Engineer immediately once the travelling public are not at imminent risk. The Department expects professional engineering judgment be applied in all aspects of locally delivered projects. Defect management and supervision of the Project structures components must be proactively managed, monitored, and inspected by department prequalified structures engineer(s). The District Construction Engineer must be notified immediately of defect monitoring that occurs in the Project construction, whether or not the defects are considered an imminent risk to life, health, or safety of the travelling public. When defects, including but not limited to, structural cracks, are initially detected during bridge construction, the engineer of record, construction engineering inspector, design-build firm, or local agency that owns or is responsible for the bridge construction has the authority to immediately close the bridge to construction personnel and close the road underneath. The Subrecipient shall also ensure compliance with the CPAM, Section 9.1.8 regarding actions for maintenance of traffic and safety concerns.

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

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

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

**12. Compliance with Applicable Laws and Regulations:**

Subrecipient agrees to comply with all federal regulations applicable to the ARPA Funds provided under this Agreement, including, but not limited to:

- a. 2 CFR Part 180 OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement) and 2 CFR Part 1200 DOT Non-procurement Suspension and Debarment. These provisions restrict federal awards, subaward and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities. The Subrecipient shall not enter into any arrangement to participate in the development or implementation of the Project with

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any person or entity that is debarred or suspended except as authorized by applicable Federal law and regulations. If required by applicable federal law and regulations, the Subrecipient will review the U.S. GSA System of Award Management at <https://www.sam.gov>. The Subrecipient shall include the requirements of this paragraph in each of its contracts related to the Project and shall require its contractors and consultants to include similar requirements in each of their contracts related to the Project. Execution of this Agreement constitutes a certification that the Subrecipient is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 CFR Part 29, and 2 CFR Part 200 when applicable.

- i. By signing this Agreement, the Subrecipient certifies that neither it nor its participants is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subrecipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subrecipient shall provide to the Department immediate written notice if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- b. 2 CFR Part 200- Uniform Administrative Requirements, Cost Principles & Audit for Federal Awards.
- c. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- d. Subrecipient Integrity and Performance Matters, 2 CFR Part 200, Appendix XII to Part 200, is hereby incorporated by reference to this Agreement.
- e. Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- f. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- g. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. 4601-4655) and implementing regulations.
- h. Any publications produced with ARPA Funds under this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number N/A awarded to [name of Subrecipient] by the U.S. Department of the Treasury.

### **13. Restrictions, Prohibitions, Controls, and Labor Provisions:**

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

- a. The Subrecipient will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Subrecipient pursuant thereto. The Subrecipient shall include the attached **Exhibit "C"**, Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 CFR Part 21, and related statutes and regulations.
- b. The Subrecipient will comply with all applicable requirements imposed by the Americans with Disabilities Act (ADA), as amended, the regulations of the Federal Government issued thereunder, and assurance by the Subrecipient pursuant thereto.

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

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

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and that such conflict of interest policy is applicable to the Project funded under this Agreement. Further, Subrecipient shall disclose in writing to the Department any potential conflict of interest affecting the ARPA Funds received under this Agreement, in accordance with 2 CFR 200.112

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

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

**14. Indemnification and Insurance:**

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The



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Subrecipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Subrecipient or any subcontractor, in connection with this Agreement.

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

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

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

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

**15. Design and Construction Standards and Required Approvals:** In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Subrecipient is responsible for obtaining all permits necessary for the Project.
- b. A portion or all of the Project will utilize Department right of way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right of Way, is attached and incorporated into this

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Agreement. In the event the Project involves construction on the Department's right-of-way, the Subrecipient shall provide the Department with written notification of either its intent to:

- i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Subrecipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
  - ii. Construct the Project utilizing existing Subrecipient employees, if the Subrecipient can complete said Project within the time frame set forth in this Agreement. The Subrecipient's use of this option is subject to approval by the Department.
- c. The Subrecipient shall hire a qualified contractor using the Subrecipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Subrecipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Subrecipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Subrecipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Subrecipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Subrecipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Subrecipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Subrecipient to hire a Department pre-qualified consultant for the design phase of the Project using the Subrecipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O"**, which is attached to and incorporated into this Agreement.
- f. The Subrecipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Subrecipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Subrecipient shall require the Subrecipient's contractor to post a payment and performance bond in accordance with applicable law.



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- i. The Subrecipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Subrecipient and Department standards.
  - j. Upon completion of the work authorized by this Agreement, the Subrecipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "G"**, Engineer's Certification of Completion. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
16. The Subrecipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.
17. **Maintenance Obligations:** In the event the Project includes construction then the following provisions are incorporated into this Agreement:
- a. The Subrecipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Subrecipient constructs any improvement on Department right-of-way, the Subrecipient

shall

shall not

maintain the improvements located on the Department right-of-way for their useful life. If the Subrecipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Subrecipient shall, prior to any disbursement of the funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Subrecipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

**18. Miscellaneous Provisions:**

- a. The Subrecipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Subrecipient will be responsible for securing any applicable permits. The Subrecipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.
- c. In no event shall the making by the Department of any payment to the Subrecipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Subrecipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

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- e. By execution of the Agreement, the Subrecipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. Nothing in the Agreement shall require the Subrecipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Subrecipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Subrecipient to the end that the Subrecipient may proceed as soon as possible with the Project.
- g. In the event that this Agreement involves constructing and equipping of facilities, the Subrecipient shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Subrecipient a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Subrecipient a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.
- h. Upon completion of right-of-way activities on the Project, the Subrecipient must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- i. The Subrecipient will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Subrecipient's facility, adequate title is in the Subrecipient's name, and the Project is accepted by the Subrecipient as suitable for the intended purpose.
- j. The Subrecipient agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Subrecipient, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federally-appropriated funds have been paid by the Subrecipient to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Subrecipient shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly. No funds received pursuant to this Agreement may be expended for lobbying the Legislature, the judicial branch or a state agency.
- k. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, executive branch or any state agency, in accordance with Section 216.347, Florida Statutes.
- l. The Subrecipient may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.
- m. The Subrecipient shall:
  - i. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Subrecipient during the term of the contract; and
  - ii. expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

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- n. Protection for Whistleblowers. In accordance with 41 U.S.C. 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to the Department or to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A U.S. Department of the Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Subrecipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- o. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- p. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- q. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- r. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- s. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Subrecipient must comply with the requirements of Section 255.0991, Florida Statutes.

**19. Exhibits:**

- a. Exhibits "A", "B", "C", "D", "E", "F", "G" and "P" are attached to and incorporated into this Agreement.
- b.  Alternative Advance Payment Financial Provisions are used on this Project. If an Alternative Pay Method is used on this Project, then **Exhibit "H"**, Alternative Advance Payment Financial Provisions, is attached and incorporated into this Agreement.
- c.  State funds are used on this Project. If state funds are used on this Project, then **Exhibit "I"**, State Funds Addendum, is attached and incorporated into this Agreement. **Exhibit "J"**, State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.
- d.  This Project includes funding for landscaping. If this Project includes funding for landscaping, then **Exhibit "L"**, Landscape Maintenance, is attached and incorporated into this Agreement.
- e.  This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, **Exhibit "M"**, Roadway Lighting Maintenance is attached and incorporated into this Agreement.

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- f.  This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, **Exhibit "N"**, Traffic Signal Maintenance is attached and incorporated into this Agreement.
- g.  A portion or all of the Project will utilize Department right-of-way and, therefore, **Exhibit "O"**, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- h.  The following Exhibit(s) are attached and incorporated into this Agreement: \_\_\_\_\_

**i. Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities

Exhibit B: Schedule of Financial Assistance

Exhibit C: Title VI Assurances

Exhibit D: Subrecipient Resolution

Exhibit E: Federal Financial Assistance (Single Audit Act)

Exhibit F: Contract Payment Requirements

Exhibit G: Engineer's Certification of Completion

\* Exhibit I: State Funds Addendum

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

\* Exhibit L: Landscape Maintenance

\* Exhibit M: Roadway Lighting Maintenance

\* Exhibit N: Traffic Signal Maintenance

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

Exhibit P: Project Invoice Form

\* Additional Exhibit(s):

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

*(The remainder of this page intentionally left blank.)*

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

SUBRECIPIENT Bradford County

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Name: Scott Kornegay  
Title: County Manager

By: \_\_\_\_\_  
Name: Greg Evans  
Title: District Two Secretary

Legal Review:

\_\_\_\_\_

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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**EXHIBIT "A"**

**PROJECT DESCRIPTION AND RESPONSIBILITIES**

FPN: 4458181-54-01

This exhibit forms an integral part of the Coronavirus State and Local Fiscal Recovery Funds Agreement between the State of Florida, Department of Transportation and

Bradford County (the Recipient)

**PROJECT LOCATION:**

The project is on the National Highway System.

The project is on the State Highway System.

**PROJECT LENGTH AND MILE POST LIMITS:** BMP- 1.859 EMP- 8.71 TOTAL- 6.851 miles

**PROJECT DESCRIPTION:** Design, Construction and CEI of the resurfacing of CR 235 from CR 231 to SR 100 in Bradford County.

**SPECIAL CONSIDERATIONS BY RECIPIENT:**

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

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

Design to be completed by June 30, 2024.

Construction contract to be let no later than September 30, 2024.

Construction to be completed by May 1, 2026.

Contract to be closed out by December 31, 2026

If this schedule cannot be met, the Subrecipient shall notify the Department, in writing, and provide the Department with a revised schedule. Failure to notify the Department or provided the necessary schedule may result in the withdrawal of Department funding.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:** The Agency is required to submit a Railroad, Right of Way, and Utility Certification, Engineer's Estimate and email that CCNA was followed for both design and construction. The Agency shall provide as-builts or plan mark-ups at the completion of the project. Time extensions will only be granted for circumstances outside of the Agency's control.



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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

<b>SUBRECIPIENT NAME &amp; BILLING ADDRESS:</b> Bradford County PO Drawer B, Starke, FL 32091	<b>FINANCIAL PROJECT NUMBER:</b> 445818-4-54-01
---	--

I. PHASE OF WORK by Fiscal Year:	FY 2023	FY	FY	TOTAL
<b>Design- Phase 34</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Construction/CEI - Phase 54</b>	\$	\$ 0.00	\$ 0.00	
Maximum Department Participation	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00
Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>Design, Construction &amp; CEI (54-01)</b>	\$ 0.00	\$ 0.00	\$ 0.00	\$0.00
Maximum Department Participation - (ARSC)	% or \$ 5,095,797.00	% or \$	% or \$	% or \$ 5,095,797.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Maximum Department Participation - (Insert Program Name)	% or \$	% or \$	% or \$	% or \$ 0.00
Local Participation (Any applicable waiver noted in Exhibit "A")	% or \$ 0.00	% or \$ 0.00	% or \$ 0.00	% or \$0.00
In-Kind Contribution	\$	\$	\$	\$ 0.00

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**EXHIBIT "B"**  
**SCHEDULE OF FINANCIAL ASSISTANCE**

Cash	\$	\$	\$	\$ 0.00
Combination In-Kind/Cash	\$	\$	\$	\$ 0.00
<b>II. TOTAL PROJECT COST:</b>				
	\$5,095,797.00	\$0.00	\$0.00	\$5,095,797.00

**COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Amanda Dicks  
FDOT Grant Manager Name

\_\_\_\_\_  
Signature Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CORONAVIRUS STATE AND LOCAL FISCAL  
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**Exhibit "C"**  
**TITLE VI ASSURANCES**

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

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

  - a. withholding of payments to the Subrecipient under the contract until the Subrecipient complies, and/or
  - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Subrecipient shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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by the **REGULATIONS**, or directives issued pursuant thereto. The Subrecipient shall take such action with respect to any Subrecipient contract or procurement as the *Florida Department of Transportation* or the *United States Department of the Treasury*, or other appropriate agency of the *federal government of the United States* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subrecipient contractor or supplier as a result of such direction, the Subrecipient may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

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

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**EXHIBIT "D"**

**SUBRICIPIENT RESOLUTION**

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

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**CORONAVIRUS STATE AND LOCAL FISCAL  
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**EXHIBIT "E"**

**FEDERAL FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

**CFDA No.:** 21.027

**CFDA Title:** Coronavirus State and Local Fiscal Recovery Funds

**\*Award Amount:** \$5,095,797.00

**Awarding Agency:** Florida Department of Transportation

**Indirect Cost Rate:** N/A

**\*\*Award is for R&D:** No

\*The federal award amount may change with amendments.

\*\*Research and Development as defined at §200.1, 2 CFR Part 200

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

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards  
[www.ecfr.gov](http://www.ecfr.gov)

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

Title 23 – Highways, United States Code  
<http://uscode.house.gov/browse.xhtml>

Title 49 – Transportation, United States Code  
<http://uscode.house.gov/browse.xhtml>

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

Federal Highway Administration – Florida Division  
[www.fhwa.dot.gov/fldiv](http://www.fhwa.dot.gov/fldiv)

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)  
[www.fsr.gov](http://www.fsr.gov)



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**EXHIBIT "F"**

**CONTRACT PAYMENT REQUIREMENTS**  
**Florida Department of Financial Services, Reference Guide for State Expenditures**  
***Cost Reimbursement Contracts***

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

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

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).

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**EXHIBIT "G"**  
**ENGINEER'S CERTIFICATION OF COMPLETION**

**Engineer's Certification of Completion.** The Subrecipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**NOTICE OF COMPLETION**

CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AGREEMENT  
Between  
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION  
and  
Bradford County

PROJECT DESCRIPTION: The Design, Construction and CEI of the Resurfacing project on CR 235 from CR 231 to SR 100

FPID#: 445818-1-54-01

In accordance with the Terms and Conditions of the Coronavirus State Fiscal Recovery Funds Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

**ENGINEER'S CERTIFICATION OF COMPLETION**

In accordance with the Terms and Conditions of the Coronavirus State and Local Fiscal Recovery Funds Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the construction plans and specifications for the Project. The undersigned further certifies that any deviations that have been made from the approved plans are described in the List of Deviations attached to this Certification, which includes an explanation justifying the need for each deviation and the Engineer's acceptance of the deviation. The undersigned additionally certifies that a set of "as-built" plans certified by the Engineer of Record/CEI is attached hereto and provided to the Department in conjunction with this certification.

By: \_\_\_\_\_, \_\_\_\_\_ P.E.

SEAL: Name: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT P-1**

<b>INSTRUCTIONS:</b> Subrecipient to complete this form when submitting an invoice to the department.		
<b>SUBRECIPIENT NAME:</b> Bradford County	<b>DATES OF REPORTING PERIOD:</b>	<b>FDOT FINANCIAL PROJECT NO.:</b> 445818-1-54-01
<b>PROJECT DESCRIPTION:</b> Design, Construction and CEI of the resurfacing of CR 235 from CR 231 to SR 100		
<b>INVOICE ATTACHED:</b> Yes      No      N/A		<b>OTHER PROGRESS REPORT ATTACHED:</b> Yes      No      N/A
<b>PHOTOS ATTACHED:</b> Yes      No      N/A	<b>SUBRECIPIENT PROJECT NOTICE-TO-PROCEED DATE:</b>	<b>SUBRECIPIENT PROJECT ESTIMATED COMPLETION DATE:</b>
<b>1. PROJECT STATUS:</b>		
<b>2. WORK COMPLETED OR IN PROGRESS THIS PERIOD (use a separate sheet of paper if more space is needed):</b>		
<b>3. WORK ANTICIPATED FOR NEXT PERIOD (use a separate sheet of paper if more space is needed):</b>		
<b>4. PROBLEM AREAS / OTHER COMMENTS (Plan revisions, changes in specifications, delays, difficulties, etc., and actions taken):</b>		
<b>SUBRECIPIENT</b>	<b>SUBRECIPIENT'S DESIGNATED REPRESENTATIVE</b>	
	I certify that the information provided above is true and correct per the terms of the Coronavirus State and Local Fiscal Recovery Funds Agreement.	
	<b>DATE</b>	<b>PRINTED NAME AND TITLE</b>
<b>FDOT</b>	<b>COMMENTS / NOTES</b>	
	<b>REVIEW DATE</b>	<b>SITE VISIT</b> Yes      No N/A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
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 RECOVERY FUNDS AGREEMENT**

**EXHIBIT P-2**

**Bradford County**  
**PO Drawer B, Starke, FL 32091**  
**Vendor No: F596000519035**

**Bill To:**  
 d2.lgp\_invoicing@dot.state.fl.us  
**Florida Department of Transportation**  
 1109 S. Marion Ave.  
 Lake City, FL 32025  
 386-961-7831

**Project Name: CR 235**  
**FPN Number(s): 445818-1-54-01**

Invoice No.:	
Invoice Period:	
Total Invoice Amount	\$0.00
Total Invoice Amount FDOT Participating:	\$0.00
FDOT Contract/Agreement No.	
FDOT Participation Total (\$)	\$5,094,797.00
FDOT Participation Amount (%)	100.00%
FDOT Contract Remaining Balance:	\$0.00

Project Phase(s) <small>Select from drop down menu. Must match Exhibit B of Agreement.</small>	Phase Sequence <small>Select from drop down menu. Must match Exhibit B of Agreement.</small>	FDOT MAX Participation Amount by Phase	TOTAL Invoice Amount by Phase	Invoice Amount for FDOT Reimbursement	Total FDOT Previous Payments	Remaining Balance by Phase
<b>Totals:</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Request for Payment Certification as Required by 2 CFR 200.415:**

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Coronavirus State Fiscal Recovery Funds award (ONLY applicable to ARPA assisted contracts). I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

**Subrecipient Signature** (Authorized Official): \_\_\_\_\_

**Date:** \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET

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DATE: 8 May 18, 2023

AGENDA ITEM:

Adoption of: A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ADOPTING A INDIGENT CREMATION AND BURIAL POLICY IN ACCORDANCE WITH FLORIDA STATUTES; AND PROVIDING AND EFFECTIVE DATE.



**RESOLUTION 2023-**

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA ADOPTING A INDIGENT CREMATION AND BURIAL POLICY IN ACCORDANCE WITH FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

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**WHEREAS**, Bradford County, Florida wishes to adopt an indigent cremation and burial policy, specifically described in Exhibit “A”; and

**WHEREAS**, the Board of County Commissioners of Bradford County, Florida finds that the adoption of this resolution is in the best interest of Bradford County, Florida and its citizens.

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

Section 1. The Board of County Commissioners of Bradford County, Florida hereby adopts the indigent cremation and burial policy, specifically described in Exhibit “A”

Section 2. Severability. If any portion of this Resolution is determined by any court to be invalid, the invalid portion shall be stricken, and such striking shall not affect the validity of the remainder of this Resolution.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

RESOLVED AND ADOPTED by the Board of County Commissioners of Bradford County, Florida, with a quorum present and voting this 18<sup>th</sup> day of May 2023.

BOARD OF COUNTY COMMISSIONERS OF  
BRADFORD COUNTY, FLORIDA

By: DIANE ANDREWS, its Chair

ATTEST:

By: DENNY THOMPSON,  
Clerk to the Board

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**ADMINISTRATIVE CODE  
BOARD OF COUNTY COMMISSIONERS**

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**TITLE:**  
Indigent Cremation/Burial Policy

**ADOPTED:** 5/18/2023

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**AMENDED:**

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**ORIGINATING DEPARTMENT:**  
Board of County Commissioners

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**PURPOSE/SCOPE:**

The purpose is to delegate to the County Manager, or his/her designee, the Board's authority to cremate or bury unclaimed or indigent bodies pursuant to Section 406.52, Florida Statutes.

**POLICY/PROCEDURE:**

- A) **PURPOSE:** To assure compliance with Chapter 406, Florida Statutes (formerly Chapter 245) regarding the state's mandate that each county, through their Board of County Commissioners, assume financial responsibility for the disposition of bodies of unclaimed or indigent persons that die within the boundaries of their county.
- B) **ADMINISTRATION:** The Bradford County Board of County Commissioners has delegated administration of this program to the County Manager. Human Services will make every effort to ensure that this program not only complies with applicable Florida law but also operates in a cost-effective and dignified manner.
- C) **ELIGIBILITY:** Unclaimed or indigent bodies who expire within the boundaries of Bradford County, whether resident or non-resident, are potentially eligible. Bradford County residents who expire outside the boundaries of Bradford County become the financial responsibility of the county in which they died.
- D) **DEFINITIONS:**
  - 1) Section 406.49, Florida Statutes, defines Unclaimed and Indigent.
    - a. "Unclaimed remains" means human remains that are not claimed by a legally authorized person, other than a medical examiner or board of county commissioners, for final disposition at the person's expense.
    - b. "Indigent person" means a person whose family income does not exceed 100 percent of the current federal poverty guidelines prescribed for the family's household size by the United States Department of Health and Human Services.

- 2) Section 406.53(1)(e), Florida Statutes states “Any relative, by blood or marriage, claims the body for final burial at the expense of such relative, but the body shall be surrendered to the claimant for interment, but if such relative is indigent, in a manner consistent with the policy of the agency in possession or control of the body”.
- 3) Section 497.005(39), Florida Statutes defines “legally authorized person”.

E) POLICY: The policy for disposing of bodies at Bradford County’s expense will be:

(1) Unclaimed bodies

- (a) Veteran – In accordance with Sections 406.50(1)(b) and 497.607, Florida Statutes, and 38 C.F.R., Bradford County will provide cremation and inurnment at a national cemetery for an eligible veteran.
- (b) If suitable, Bradford County will transfer the body to the anatomical board or research facility as designated in Section 406.50, Florida Statutes.
- (c) If the body is ineligible for either of the above and the Medical Examiner’s office has not requested otherwise, the County Manager, or his/her designee, will authorize cremation. The remains will be held by the contracted funeral home for 120 days and, if not claimed by a legally authorized person as defined in Section 497.005, Florida Statutes will be disposed of by the funeral home in compliance with Section 497.607, Florida Statutes.

(2) Indigent bodies

- (a) Veteran - A legally authorized person may request cremation and inurnment at a national cemetery for an eligible veteran. Bradford County will not provide veteran burial or inurnment locally if eligible for a national cemetery.
  - (b) A legally authorized person may request transfer to the anatomical board or research facility as designated in Section 406.50, Florida Statutes.
  - (c) A legally authorized person may authorize direct (no viewing, no service) cremation through the county’s contracted funeral home and may receive the cremated remains in accordance with Section 497.607, Florida Statutes.
  - (d) A legally authorized person may claim the body for burial. The county will pay the current contracted amount for cremation toward a direct (no viewing, no service) burial with the contracted funeral home. No payments will be made to any party other than the county contracted funeral home.
- (3) The county does not provide a funeral service or financial assistance toward a funeral service. Upgrades to the county’s arrangements with the contracted funeral home are not permitted.
  - (4) Should unusual or special circumstances warrant, alternatives other than the above may be authorized by the County Manager or his/her designee.

F) PROCEDURES: The County Manager will be responsible for the implementation of the Indigent Cremation/Burial Program. Procedures detailing the implementation of the program are the responsibility of the Department.

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**Diane Andrews, Chair**

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**Date**



## APPLICATION FOR BURIAL ASSISTANCE

<b><u>Name of Deceased/Applicant:</u></b>	
<b><u>Age &amp; Date of Birth:</u></b>	
<b><u>Street Address:</u></b>	
<b><u>City, State &amp; Zip:</u></b>	
<b><u>Mailing Address:</u></b>	
<b><u>City, State &amp; Zip:</u></b>	
<b><u>Date of Death:</u></b>	

<b><u>Co-Applicant:</u></b>	
<b><u>Age &amp; Date of Birth:</u></b>	
<b><u>Street Address:</u></b>	
<b><u>City, State &amp; Zip:</u></b>	
<b><u>Mailing Address:</u></b>	
<b><u>City, State &amp; Zip:</u></b>	
<b><u>Relationship to Applicant:</u></b>	

Telephone: ( ) \_\_\_\_\_

Marital Status:    Married        Separated        Single        Divorced        Widowed

### OTHER MEMBERS IN THE HOUSEHOLD

Name	Date of Birth	Age	Relationship to Applicant	Document used for Verification

Monthly Rent/Mortgage: \$ \_\_\_\_\_



**Applicant Employment Information:**

Current/Last Employer Name:	Phone Number:
Address:	Supervisor:
Position:	Time Employed:
Pay Rate:	Pay Frequency:
Annual Income:	

**Co-Applicant Employment Information (Next of Kin)**

Current/Last Employer Name:	Phone Number:
Address:	Supervisor:
Position:	Time Employed:
Pay Rate:	Pay Frequency:
Annual Income:	

INCOME RECEIVED MONTHLY				EXPENSES PAID MONTHLY			
Employment	\$	Social Security	\$	Food	\$	Car Payment	\$
Unemployment Compensation	\$	SSI	\$	Rent/Mortgage	\$	Car Insurance	\$
Workmen's Compensation	\$	SSD	\$	Childcare	\$	Gas (Automobile)	\$
Pensions (VA, Mil, Retirement)	\$	AFDC/TAN/ESS	\$	Electric	\$	Loan(s)	\$
Short/Long Term Disability	\$	Food Stamps	\$	Water	\$	Medical	\$
Child Support/Alimony	\$	Business or Rental Income	\$	Phone/Cell	\$	Real Estate & Mortgage Loans	\$

Are you a US Citizen? Yes \_\_\_ No \_\_\_ or Legal Permanent Resident? Yes \_\_\_ No \_\_\_

**TOTAL HOUSEHOLD ANNUAL INCOME:** \$ \_\_\_\_\_

**Assets and Asset Income**

**(For ALL household members, Including Minors, List Checking & Savings Accounts, IRA, CD, Bonds, Stocks, Equity in Properties, Whole Life Insurance)**

Type of Asset	Asset Value	Interest Rate	Annual Asset Income
<b>Total: \$</b>			





I/We understand that Florida Statute 817 provides that willful false statements or misrepresentation concerning income; asset or liability information relating to financial condition is a misdemeanor of the first degree, punishable by fines and imprisonment provided under Statutes 775.082 or 775.83. I/we certify that the application information provided is true and complete to the best of my/our knowledge. I/we consent to the disclosure of information for the purpose of income verification related to making a determination of my/our eligibility for program assistance. I/we agree to provide and documentation needed to assist in determining eligibility and are aware that all information and documents provided are a matter of public record. I/we further understand that if any misrepresentation or fraudulent statement is discovered after assistance has been provided the County will demand and pursue through all legal remedies available, repayment of the funds for the assistance that was provided.

---

Applicant Signature

Date

---

Co-Applicant Signature

Date



**NO ADDITIONAL INCOME AFFIDAVIT**

I, \_\_\_\_\_ am signing this AFFIDAVIT to certify that I or my children do not receive any other household income except for the household income reported on my application for assistance and eligibility worksheet. It is my understanding that our eligibility to receive assistance depends on our household income and that all of the information that has been reported and recorded on the Income Certification Form is true, accurate, and correct.

**WARNING:** Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under S 775.083 or 775.83.

\_\_\_\_\_  
**Signature**

**STATE OF FLORIDA  
COUNTY OF BRADFORD**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared \_\_\_\_\_, who has produced \_\_\_\_\_ as identification and who acknowledged that he/she/they executed the foregoing for the purposes therein contained. WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

INDIGENT CREMATION INCOME LIMITS

<b>2022 Federal Poverty Guidelines 100% FPL Effective 1/12/2022</b>		
<b>Size of Family Unit</b>	<b>Annual Income</b>	<b>Monthly Income</b>
<b>1</b>	<b>\$13,590</b>	<b>\$1,133</b>
<b>2</b>	<b>\$18,310</b>	<b>\$1,526</b>
<b>3</b>	<b>\$23,030</b>	<b>\$1,919</b>
<b>4</b>	<b>\$27,750</b>	<b>\$2,313</b>
<b>5</b>	<b>\$32,470</b>	<b>\$2,706</b>
<b>6</b>	<b>\$37,190</b>	<b>\$3,099</b>
<b>7</b>	<b>\$41,910</b>	<b>\$3,493</b>
<b>8</b>	<b>\$46,630</b>	<b>\$3,886</b>
<b>For each additional family unit</b>		
<b>member add:</b>	<b>\$4,720</b>	<b>\$393</b>



# Bradford County Board of County Commissioners

District I  
Carolyn Spooner  
Vice Chair

District II  
Kenny Thompson

District III  
Chris Dougherty

District IV  
Danny Riddick

District V  
Diane Andrews  
Chair

May 18, 2023

Ferreira Funeral Services and Archie Tanner Memorial Chapel  
Attention: Manager  
14397 US-301 S.  
Starke, Florida 32091

RE: Indigent Cremation Program

Dear Management,

This letter is to inform you of the Bradford County Indigent Cremation Program. This program is available to deceased indigent Bradford County residents who meet Federal poverty guidelines or those deceased that remain unclaimed from the District Medical Examiner's Office or funeral home.

Bradford County contracts with local funeral homes to offer cremation services to the indigent for a cost of \$795. This cost is to cover pickup, cremation, and delivery of the cremains to the County Administration Office located at 945 N. Temple Ave. Starke, Florida 32091. If you are in agreement with these terms, please sign on the space provided below and return to our office at your convenience.

Thank you in advance for your partnership. If you have any questions, please contact my office at 904-966-6327.

Sincerely,

Scott Kornegay  
County Manager

---

Ferreira Funeral Services and Archie Tanner  
Memorial Chapel





# Bradford County Board of County Commissioners

District I  
Carolyn Spooner  
Vice Chair

District II  
Kenny Thompson

District III  
Chris Dougherty

District IV  
Danny Riddick

District V  
Diane Andrews  
Chair

May 18, 2023

Jones-Gallagher Funeral Home  
Attention: Joe Gallagher  
620 Nona St.  
Starke, Florida 32091

RE: Indigent Cremation Program

Mr. Gallagher,

This letter is to inform you of the Bradford County Indigent Cremation Program. This program is available to deceased indigent Bradford County residents who meet Federal poverty guidelines or those deceased that remain unclaimed from the District Medical Examiner's Office or funeral home.

Bradford County contracts with local funeral homes to offer cremation services to the indigent for a cost of \$795. This cost is to cover pickup, cremation, and delivery of the cremains to the County Administration Office located at 945 N. Temple Ave. Starke, Florida 32091. If you are in agreement with these terms, please sign on the space provided below and return to our office at your convenience.

Thank you in advance for your partnership. If you have any questions, please contact my office at 904-966-6327.

Sincerely,

Scott Kornegay  
County Manager

---

Jones-Gallagher Funeral Home



BOARD OF COUNTY COMMISSIONERS OF BRADFORD COUNTY, FLORIDA

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AGENDA ITEM INFORMATION SHEET (AIIS)

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DATE OF MEETING: May 18, 2023

AGENDA ITEM 9 Proclamation Declaring April 23, 2023, John David Francis Day in  
Bradford County, Florida.

DEPARTMENT: BoCC

PURPOSE: Proclamation Declaring April 23, 2023, John David Francis Day in  
Bradford County, Florida.

ASSOCIATED COSTS: N/A

**PROCLAMATION**  
**BRADFORD COUNTY, FLORIDA**  
**DECLARING APRIL 23, 2023**  
**JOHN DAVID FRANCIS DAY**  
**IN BRADFORD COUNTY, FLORIDA**

WHEREAS, John David Francis, was born on April 23, 1967 and raised in Starke; and

WHEREAS, John David loved playing the piano and excelled in academics and athletics;  
and

WHEREAS, as John David grew, he became a gifted athlete, playing all sports, lettering in football, baseball, and basketball as a Bradford High School student; and

WHEREAS, after high school, John David was a place kicker for the University of Florida as a walk-on, beating out many other athletes for the job and earning a full scholarship; and

WHEREAS, following John David taught at Brooker Elementary School, worked in the communication industry laying fiber optics, and worked in the property recovery business; and

WHEREAS, John David is widely regarded as a hometown hero of Bradford County, Florida ; and

WHEREAS, Bradford County suffered a tremendous when John David passed away on Friday, Sept. 9, 2022.

NOW THEREFORE, be it Proclaimed by the Board of County Commissioners of Bradford County, Florida, that Sunday, April 23, 2023 is John David Francis Day.

DONE AND PROCLAIMED on this 20<sup>th</sup> day of April 2023.



Diane Andrews, Chair  
Board of County Commissioners

# Union County Times

# BRADFORD COUNTY Telegraph

A service of the Telegraph, Times and Monitor.

# Lake Region Monitor



☰ Menu



## Obituaries — Sept. 13, 2022

September 13, 2022 by Cliff Smelley

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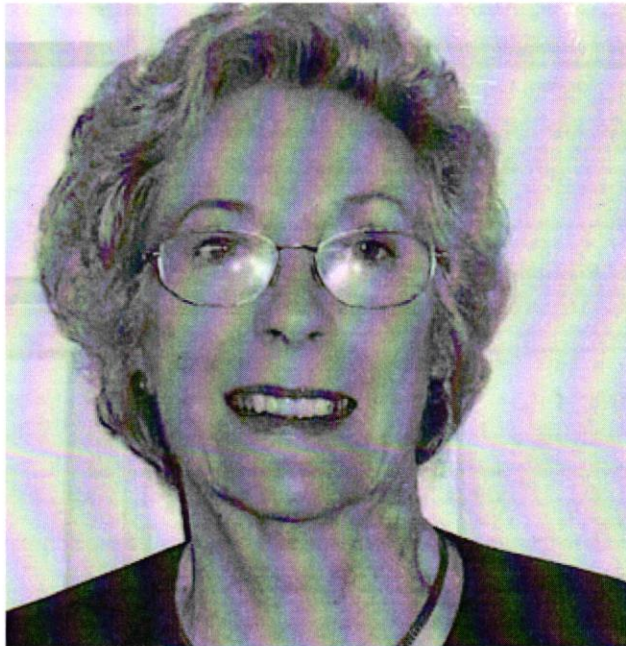
Ok

John David Francis, 55, born in Gainesville and raised in Starke, passed away on Friday, Sept. 9, 2022 at Haven Hospice in Gainesville. He was born on April 23, 1967. As a boy, John David excelled at academics and athletics; and loved playing the piano. Described as rambunctious, he once jumped off the roof of his house "just to see what it felt like." As he grew older, he became a gifted athlete; playing all sports, lettering in football, baseball, and basketball as a Bradford High School student. Following high school, he became a place kicker for the University of Florida as a walk-on, beating out many other athletes for the job, following in the footsteps of his mentor, David Hurse, who also kicked for the Gators many years earlier. He would eventually earn a full scholarship as a Gator. Throughout the years, John David taught at Brooker Elementary School, and worked in the communication industry laying fiber optics in Colorado, as well as being in the property recovery business.

Surviving members of his immediate family are his mother, Charlene Hardy Francis; sister, Beth Francis (Scott) Isabel; brother, Donnie Francis; and stepdaughter, Kayla Dreyfuss of Denver, Colorado. Preceding him in death was his father, Charles Francis.

A celebration of his life will be held at the First Baptist Church of Starke on Saturday, Sept. 17, at 1 p.m. to be followed by visitation afterward.

PAID OBITUARY



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Ok